

1906 653
Lee Co.

Chancery Causes: Adm. of Virginia M. Wilson vs. A. L. Loyd &c
Adm. of A. C. Robertson vs. A. L. Loyd &c

Flanary, Larmer, Allen, Johnson, Morgan, Yeary

CA-Debt
T-Property

-Deed

To the Hon. W. T. Miller Judge
of the circuit court for Lee
County, Virginia:

Your Orator A. J. Wilson
Administrator of ^{the estate of} Virginia M.
Wilson died, who humbly
complaining would respectfully
represent, that at the November
term 1894 of this Honorable Court
your Orator obtained a judgment
against A. L. Loyd & M. A. Loyd
for the sum of Nine Hundred
& Sixty Eight Dollars & legal
interest thereon from the 27th
day of December 1882 & Nine &
 $\frac{16}{100}$ dollars costs subject to
the following credits: \$58⁰⁰ paid
December 27th 1883, \$300⁰⁰ paid
Oct 30th 1890, \$50⁰⁰ paid May 12th
1892, \$50⁰⁰ paid Feb'y 7th 1893, &
\$20⁰⁰ paid May the 8th 1893,
a copy of which is herewith
filed as a part hereof marked
A.

The said judgment & no
part thereof has ever been
paid, but still remains due
to your Orator

The said Judgment has been properly docketed in the Clerk's Office of the County Court & now constitutes a lien as your Orator is advised to be upon the real estate of the said A. L. Loyd & M. A. Loyd.

Your Orator alleges that the said Loyds are the owners of valuable real estate situated in Lee County Virginia in the neighborhood of Rocky Station on part of which said Loyds now reside. Upon this real estate however, there are several other liens as well as your Orator's.

Your Orator would further state that said Judgment was obtained on a note containing a waiver of the homestead which was made by the signing thereof by Thos J Larmer Jr. now dead & E. S. Larmer. The said E. S. Larmer has removed from the

State of Virginia and as above
stated said Thos. J. Larner Jr has
departed this life intestate &
his estate has been committed
to the hands of Chas E. Flannery
Sheriff of Lee County Va as
administrator thereof, but
said Flannery admin^r has no
personal estate in his hands
with which to pay said debt,
nor has the said E. S. Larner
any estate in this state
known to your orator.

Before the said Larner re-
moved from this state however
and before the death of the said
Thos J. Larner Jr, to wit on the
29th day of October 1887, the said
A. L. Loyd & M. A. Loyd executed
a deed of trust to one P. H.
~~Robert~~ Trustin to secure
said two Larners as security
as aforesaid & also ^{to} secure
the said E. S. Larner & Francis
Slagle as ~~the~~ sureties of the
said A. L. Loyd in his official
bond as guardian of Polly
Burke, the wife of Thos Burke,

but the said ^{A.L.} Lloyd has made
final settlement of his guardian-
ship account of the said
Burk & no liability was
found thereon, so that matter
need not be further noticed.
This said deed of Trust conveys
certain real estate therein
fully described to indemnify
the said securities in the
debt due your orator, a
copy of which is filed here-
with as a part hereof, marked
"B".

In the rights of the said Thos.
J. Larmer Jr. died & E. S. Larmer
in this deed of Trust your
orator, as he is advised,
is subrogated to all of the
rights & remedies of the said
securities against the said
land so conveyed. ~~W~~

The said Thos. J. Larmer at
the time of his death left
the following children his heirs
at law; to wit, Ida¹ Larmer, Geo²
Larmer, Sadie³ Larmer, Kattie⁴ Larmer, Emma⁵
Larmer, Earnest Larmer

To whom any interest he may have had in said real estate so conveyed in trust as aforesaid descended. These said Children are all infants under the age of 21 years, and they are made parties hereto for the purpose & for the purpose alone of enforcing said deed of trust should that & the said Lyds other land be sufficient to pay your Exor's debt.

Should that be insufficient however the further object in making them parties is to have a decree rendered against the estate of the said Thos J. Larmer Jr. and for the payment thereof, for your Exor alleges that there descended to them from the said Thos J. Larmer Jr. a valuable real estate situated in this County in the neighborhood of Rocky Station known as the said Larmer's home place.

The object of this Bill

therefore, is to enforce the lien
of said Judgement against ~~the~~
the real estate of the said A.L.
Loyd & M.A. Loyd situation as
aforesaid & to subrogate your
Orator to the rights & remedies
of the said securities in the
said deed of Trust ~~&~~ if
deemed more equitable to en-
force the lien against the
land conveyed in said
deed of Trust, ^{first} & to have an
account taken of the
several liens on said ^{real} estate
the rents & profits of the same
ascertained as your orator
alleges that they will not
pay said liens in five years,
and on the failure of the real
estate of the said A.L. Loyd &
M.A. Loyd to pay the same
to have a decree against the
real estate of the said Thos.
J. Larmer Jr. & c.

To effect which he prays
that A.L. Loyd, M.A. Loyd,
Chas E. Flannery administrator

of Thos J. Larmer Jr dec'd, E.S.
Larmer, Ida Larmer, Jos S. Larmer
Sadie³ Larmer, Kattie⁴ Larmer, Emma⁵
Larmer & Earnest Larmer

The children Thine at
Law of said Thos J. Larmer Jr
dec'd & P.H. Allen trustee be
made parties defendants to
this Bill & answer the same
but not upon oath that being
expressly waived; that a guar-
dian ad litem be appointed to
answer for the said infants
& on a hearing a decree be
rendered enforcing the lien
of your Orator's said Judgment
against said Loyds real es-
tate; that your Orator be sub-
rogated to the rights of the
said securities in said debt
of Trust, that an account be
taken of the liens on & the
rents & profits of said real
estate, that if found necessary
that your Orator Judgment be
enforced against the real estate
of said Thos. J. Larmer Jr. dec'd.

Plffs Costs
 C 18.05-
 S 6.00
 Atty 15.00
 Printer 5.00
 Ad 8.00

Court 20.00
 Estimated 10.00

\$79.05

Wilson's Costs

Wilson's Costs 79.05
 Johnson's Costs 44.03

\$123.08

79.05
 44.03
\$123.08

A. J. Wilson admr.

Bill

vs - 3^d in ch -

A. L. Loy & et al

Judgment entered
 1895 - 2nd May rules
 bill filed & paid
 could for order
 Publication

" 1st June rules taken
 the last Monday
 in May ord Pub
 Completed & Cause
 Set for hearing

1895 June decrees entered
 " Nov decrees entered

Wilson's Costs 79.05
 Johnson's Costs 44.03
\$123.08

Plffs Costs 13.80

Taxed

Apr. 14, 1906

M. Clerk \$ 5.28

C. Clk. 3.78

Shff. .90

J. H. Orr, Com. 7.50

Estimates 5.00

27.46

11.52 taxed on Johnson bill.

\$ 38.98

for all other expenses & amounts
 which may arise &c.

Christine Starnes

To the Hon. H. S. K. Morrison
Judge of The Circuit Court of
Lee County Virginia:

Your Orator H. J. Johnson, ad-
ministrator of the estate of A. G.
Robertson deceased, humbly com-
plaining would respectfully
represent, that heretofore, his
intestate recovered in this Hon.

Court a Judgement against
one A. L. Loyd for the Sum
of \$625.⁰⁰ and legal interest
thereon from the 2^d day of Nov.
1886, till paid and \$8.74 Cost, at
law. Upon this an execution
issued and was placed in the
hands of R. D. Flanary sheriff
of said County and was by him
returned no property found.

A copy of which will be
found filed herewith and is prayed
to be considered as part hereof.

The said Judgement has been
docketed in the Judgement Lien
Book, of said County and prop-
erly docketed so as to constitute
a lien upon any real estate
in said County belonging to
said Loyd, as your Orator is
advised.

The said Loyd, has not paid said debt or any part thereof to your orator or his intestate but the same is still wholly due to him, your orator;.

The said Loyd is the owner in fee of several tracts of land situated in this County, in the neighborhood of Rocky Station on a part of which he resides. And there are other lands owned by his wife Minerva A. Loyd, to which by reason of his marriage with her before the year 1878, and which before that year had gone into his possession, he would be entitled to Courtesy, having had issue born alive by reason of said marriage. The said Minerva A. Loyd's tract is situated on the North side of Wallens ridge and is the one wherein the said A. L. Loyd & wife lives, for a more particular description of which reference is here made to a deed of trust executed by them to John M. Morgan trustee bearing date

Nov. 11th, 1887, a copy of which will be found herewith filed marked "A." The second third or fourth tracts are also fully and correctly stated by deed of trust reference to which is here made for more particular description. This deed of trust was made to secure the sum of \$830, due to one H. J. Guordien for Victoria Morgan an infant, and was to run until Jan. 1st 1891.

Your orator charges that any one of these four tracts are amply sufficient and doubly so, to pay said Morgans any sums now due him thereunder. He is advised that the rents and profits of all these lands will in five years or less time pay your orator's claim.

Your orator charges that the Robinson Dougherty tract belongs exclusively to the said A. L. Loyd and is his own property in fee, unencumbered by the any claims of his said wife; that said Morgan has amply outside to secure him and your orator not having but

the one security for his debt
viz: the land of A. L. Loyd and
the said Morgan having two
securities viz: A. L. Loyd and ~~Minerva~~
A. Loyd, he is advised a Court
of equity will to effect Justice
shift the said Morgans lien
on the land not covered by your
crators lien, and leave him the
only subject in his reach and
he prays that this may be done.

Your ^{etors} is informed and charges
that, the rent and profits of the
Robinson Daugherty tract will
not in five years pay his lien
and Costs.

The object of this bill therefore
is to have enforced said lien
on said land, and the same
rented, or sold to pay the same
that said Morgans lien be
shifted from the Robinson Daugh-
erty tract and enforced upon the
other lands, and that so much of
the Robinson Daugherty tract be
sold as will pay your crators
Claim. That if for necessary
the whole of said land,

be rented until Jan. 1st 1891, and
then sold subject to, or to pay
first your orator's claim out of
the Robinson Daugherty tract.

The premises considered therefore
your orator prays that, A. L.
Loyd, Minerva A. Loyd, Henry
J. Morgan, and John M. Morgan
trustee be made parties defend-
ant, to this bill and answer
its allegations, but they need not
do so upon oath; and upon
a hearing a decree be rendered
requiring said Morgan to first
pay and sell that subject on
which your orator has no lien
if any, that A. L. Loyd, land,
and especially the Robinson Daugh-
erty tract be sold to pay your
orator's debt & cost. That if this
should not be done then that the
same be and all the other land,
be rented for the shortest time
necessary to pay the said debt
due your orator. Your orator
omits to state that said Loyd
and not the said trustee, is in
the possession use and enjoyment
of all of said land and the

it is the agreement that he is so
to continue in the possession of
the same until Jan. 1891.

Should your crater be mis-
taken in the mode or measure
of his relief He then prays for
all other further and general
relief as he may be entitled
to or equity may allow.

May Supra issue &c. &c.

A. L. Pickens

p. 9.

W. J. Johnson
admiral

W. J. Bill Chy

A. L. Loyd

1891 June Rules

Bill filed: Sp. R.

June Rules, Contd

July, D. R. R. Contd

June, D. R. R. Contd

1890 Decree for a

account & Contd

" June Contd

1891 Contd This year

1892 Contd This year

1893 " " "

1894 " " "

1895 " " "

1896 " " "

Costs

98

108

5.50

Atty 15.00

Comm 10.00

Cock 2.50

\$44.03

Paid

Apr. 14, 1906,

M. Clerk \$ 8.28

E. Clerk 3.24

\$11.52

324
578
902

Virginia: In the circuit Court of Lee County,
To the Hon. W. T. Miller, Judge of said Court:

The Answer of Lola E. Larnum, John S. Larnum,
Sarah D. Larnum, Kittie Larnum, Emma Larnum
and Earnest Larnum, infants, by Wm A. Orr
their Guardian ad litem to a bill in Chancery
filed against them and others in this Honorable ^{Court}
by A. J. Wilson, Admin of Virginia Wilson, dec'd.

These defendants, by protestation, not Confessing
or acknowledging all or any part of the matters and
things in said bill of Complaint contained
to be true in manner and form as the
same are therein set forth, for plea, news-
theless to the said bill, doth plead and
aver that if the Complainant ever had any
Cause of action or suit against these
defendants, for or concerning any of the matters
in the said bill mentioned, which these de-
fendants doth in no sort admit, such
Cause of action or suit did accrue or
arise above Ten years next before the
filing of the said bill, or before serving or
suing out process against these defendants,
to appear to and answer said bill—

But if further answer to the Complainant's
bill of Complaint is necessary of our respon-
dents answering say that it is true that
they are infants; that they are children
and heirs at law of Thomas J. Larnum, dec'd,

that they know nothing about the matters
and things mentioned in said bill and
they ask that the Complainant be required
to make out his case according to the rules
of law and equity. Having now answered
as fully as they are advised that it is ne-
cessary for them to answer they pray to be
hence dismissed with their costs.

Wm A. Orr

Guardian ad litem.

Virginia: In the circuit Court Clerk's Office of Lee County-
I, A. B. Munsey Clerk of the circuit Court of Lee
County, Va, do certify that Wm A. Orr, Guardian
ad litem appeared before me in my office
and made oath that the foregoing plea and
answer contains the truth to the best of
his knowledge information and belief.
Given under my hand this the 3rd day
of June, 1895. A B Munsey Clerk

A. L. Loyal et al
advs } Am. A. L.

A. J. Wilson, Admr
Filed in open Court
and by leave thereof
June the 4th 1898.
A B Munsey Clerk

Fee \$5.00

To the Hon H. L. K. Merison Judge of the Circuit
Court of Lee County, Virginia

The Separate answer of Henry J. Morgan to
a bill filed in this Honorable Court against him and
others by W. J. Johnson admr. of the estate of A. S. Robertson
dead.

For answer to said bill, or so much thereof as he deems
it necessary for him to answer, answering says that person-
ally he knows nothing in relation to the judgment at law
in the bill mentioned of said Robertson against A. L. Loyd
which is sought to be enforced in this suit, and so far
as this respondent knows said judgment is correct and
is unpaid.

Respondent says that on the 25th day of June 1887. his
co-deft A. L. Loyd, executed and delivered to him his
certain writing obligatory under seal dated on the
day and year last aforesaid, and a copy thereof is
herewith filed marked (A & B) by which said writing obligatory
the said A. L. Loyd on the day and year last aforesaid
bound himself his or One day after the date thereof to pay
to respondent the sum of Four Hundred and twenty
nine dollars and 14 cents for value received, and as
to said ^{debt} the said Loyd waived his homestead exemption,

Your Respondent further states, that on said 25th day
of June 1887. said A. L. Loyd and Maria A. Loyd his wife
executed a deed of conveyance to John M. Morgan trustee
which is herewith filed marked (A & B) and by this deed
of conveyance said Loyd & wife conveyed to said John
M. Morgan trustee, all their undivided right title and
interest in the Robinson Daugherty land lying and being
in said county of Lee, and on Station Creek; and the interest
thereby conveyed was such interest as they had acquired
by purchase from the heirs of said Daugherty, and was supposed
to be about one third of said Daugherty land.

1 Your Respondent now states that said conveyance by Lloyd
2 wife to John M. Morgan was made in trust to secure the
3 payment of the said debt due respondent and one of
4 \$263.29 due one Wm. S. Ely with interest, as shown in said deed
5 of trust. And respondent states that the debt due the said
6 Wm. S. Ely has been fully paid by said A. L. Lloyd.

7 Respondent says that said debt of \$429.14 is still due and
8 owing to him no part thereof ever having been paid to him
9 and by the terms of said trust deed, said John M. Morgan
10 as trustee was authorized to sell said land if said debt should
11 not be paid by said Lloyd on or before the first day of June 1888
12 and the debt due respondent is not yet paid so that said
13 trust deed is in full force as to it, and liable at any time
14 to be enforced; And respondent is not only willing but anxious
15 that the same be foreclosed at an early day.

16 Respondent further states that on the 11th day of Nov. 1887
17 said A. L. Lloyd executed and delivered to him as the guardian
18 for Victoria Morgan his certain bond under seal for Eight
19 Hundred and Thirty dollars, and a copy thereof is herewith
20 filed marked (A D) and by this bond in writing, dated Nov.
21 11, 1887 the said A. L. Lloyd one day after the date thereof bound
22 himself him or to pay Respondent as Guardian for Victoria
23 Morgan Eight Hundred and Thirty dollars for value received
24 and as to said debt said Lloyd waived his homestead exemption
25 and by said bond it is provided that if the accruing interest
26 on said bond is not paid at the end of one year from date
27 then the interest is to be added to the principal, and the
28 two thence forward are to bear interest, and so on from
29 year to year so long as said debt may remain unpaid.

30 Respondent says that no part of said debt has ever been
31 paid to him and that the whole thereof is now due and
32 owing to him together with the drawing and according the
33 deed of trust hereafter mentioned, and the one already referred to.

1 And as the said debt of \$830.00 with interest as aforesaid
2 is due Respondent as Guardian for Victoria Morgan
3 He is advised that by the statute in such cases he is entitled
4 to have the interest at the end of each current year
5 added to the principal, and that these two sums will constitute
6 an interest bearing subject for the second year and so on
7 so long as the same may remain unpaid, and this ^{in manner of compounding interest} goes
8 respondent claims for the benefit of his said ward.

9 Respondent now states that in order to secure the payment
10 of said last mentioned debt, the said A. L. Lloyd and wife, on
11 said 11th day of Nov. 1887, executed a second deed of trust
12 to the said John M. Morgan trustee which is herewith filed
13 marked (A E) by which said conveyance said Lloyd wife con-
14 veyed to said John M. Morgan as such trustee four separate
15 pieces or small tracts of land, to secure the payment of said debt.
16 One of which is the ^{south} Robinson Daugherty land, supposed to contain
17 about 50 acres. About 25 or 30 acres lying south of said Daugherty
18 land & between it and the top of Wallens ridge and known as
19 a part of the Quarry land, and two small pieces of land ad-
20 joining each other lying north of the main road adjoining the lands
21 of John Jesse & others containing about 11 acres each, and was
22 conveyed to the said Minerva A. Lloyd by D. W. Sumner wife

23 Respondent states that he was to wait with said Lloyd for
24 said \$830. debt until the first day of January 1891. and by
25 the terms of said last named deed of trust, the said trustee
26 cannot proceed to sell the same until after that time.
27 But so far as this Respondent is concerned he is willing
28 that said lands be decreed to be sold at any time and the
29 two debts herein referred to due him be first paid out of the
30 proceeds of such sale. and this he is entitled to. because both
31 of said deeds of trust were recorded at the time of their execution
32 and are older than the judgment sought to be enforced in this suit
33 Respondent is informed and believes that there is a balance

1 of a debt due John Jesse from said Sayd which was secured
2 by a deed of trust older in point of time to that of respondents
3 lie on the the 2 small pieces of land of about 22 acres lying
4 adjoining the said John Jesse.

5 Respondent says that the plaintiff appears to be labouring
6 under the Idea, that respondent has a lien in the shape
7 of a deed of trust on said H. Sayds Home farm as well
8 as the lands referred to and described in said deeds of trust,
9 and if such is his idea, then the plaintiff is mistaken,
10 for this respondent never did have any lien on said
11 Sayds Home place. At the time the last deed of trust was
12 executed respondent tried to get said Sayd to give him a
13 deed of trust on the Home place instead of the land embraced
14 therein, but the said Sayd declined so to do; But if the
15 Court can transfer your Orators liens from the lands actually
16 conveyed by said two trust deeds, to said Sayds and wifes Home
17 place, in such Manner as ^{to} bind it for the payment of said
18 two debts, as securely and as effectually as the other is ^{now} bound,
19 then and in that event respondent is willing that his said
20 two liens be transferred ^{or shifted} to the said Home farm, and the other
21 lands released therefrom, But this your respondent humbly
22 conceives cannot be done;

23 Were there no older liens or encumbrances on the 22 acres of
24 land lying near John Jesse's than respondents deeds of trust, then
25 and in that event, said 22 acre tract, the Robinson Daugherty
26 land, and the said Lucy land would in all probability of
27 sold pay respondents two claims, and the Puffs judgment to law.

28 Respondent having now answered as fully as deemed necessary,
29 prep that the Puffs bill be dismissed

30 Henry J. Morgan
31
32
33

Henry J. Morgan

ans. } Answer

Wm. J. Johnson adms.

Filed July Rules 1889
J. & L. Byatt & Co.

W. J. Johnson admr. - - - - - Plaintiff.
vs. In Chancery.
A. L. Loyd et al. - - - - - Defendants.

and

A. J. Wilson admr.- - - - - Plaintiff
vs.
A. L. Loyd et al - - - - - Defendants.

These causes came on this day to be heard on the papers formerly read therein and the report of Geo.P.Cridlin, Special Commissioner, filed in said causes on the 19th day of May, 1906, and was argued by counsel:

And there being no exceptions to said report the same is approved and confirmed.

And it appearing from said report that the said A.L. and M.A. Loyd have fully paid to the administrators of A.L.Pridemore, assignee of J.T.Smith the sum of \$818.44 adjudged to them by the former decree of this court, together with the interest thereon accruing up to the date of said payment; and to H.C.Joslyn the sum of \$527.50, together with the interest accrued thereon, and that he has paid to D.S.Litton the balance of his debt as stated by the said Litton of \$300.00 secured by the said deed of trust together with all the interest thereon, and that he has paid to the said Geo. P.Cridlin, Special Commissioner in said causes, the accumulated costs and the Commissions of sale; On consideration of which it is adjudged, ordered and decreed that said payments and each of them be and the same are approved; and the said Geo.P.Cridlin Special Commissioner will pay to those entitled the costs collected by him and there being nothing further to do in this cause, the said M.A. Loyd will take and hold her land free from said judgments and deeds of trust reported against it in the various proceedings in this cause, and said cause is now stricken from the docket.

A. J. Wilson ~~Adm~~

vs $\frac{3}{4}$ Devere

A. L. Lloyd it also
and

W. J. Johnson ~~con~~ ~~Adm~~

vs $\frac{3}{4}$ ~~Adm~~

A. L. & M. A. Lloyd

Entered in C. C. B.

#8 Page 180 &c.

Enter this decree

May 28th 1906

H. A. W. Sherr

W.J. Johnson, Admr. &c. - - - - - Plaintiff.

Vs. In Chancery.

A. L. Loyd et al - - - - - Defendants.

And

A.J.Wilson, Admr. &c. - - - - - Plaintiff

vs. In Chancery.

A. L. Loyd et al - - - - - Defendants.

These causes came on again this day to be further heard upon the papers heretofore read in each of them, and the report of James W.Orr, Special Commissioner, filed November the 25th, 1905, and depositions and statement therewith, and was argued by counsel;

On consideration whereof, and there being no exceptions to said report and statement, *except as to the sum reported in favor of W. E. Wynn*, they are each approved and confirmed; and it is adjudged, ordered and decreed that H.H.Pridemore, D.C. Sewell and H.C.Joslyn, administrators of A.L.Pridemore deceased, who was the assignee of S.T.Smith, recover of the said A.L.Loyd and M.A.Loyd the sum of \$818.44, with interest on \$420.76, part thereof from the 1st day of January, 1906, till paid; that Dixon S.Litton recover of A.L.Loyd and M.A.Loyd \$678.91, with interest on \$434.91 part thereof from the 1st day of January, 1906, till paid; but it being stated in open Court that the said Loyds have made other payments upon said last named debt, which they have receipts for, and for which no credit has been given them by the Commissioner, it is further adjudged that upon presentation of said receipts the same shall be credited upon the above named recovery; that H.C.Joslyn recover of A.L.Loyd the sum of \$527.50 with interest on \$500.00 part thereof from the 2nd day of January, 1906, till paid; these two last named recoveries, the one in favor of Dixon S. Litton and the other in favor of H.C.Joslyn are secured and evidenced by deeds of trust; ~~that W.E.Wynn late Deputy Treasurer of Lee County recover of the said A.L.Loyd \$12.54 amount of tax tickets shown to be due to the said Wynn, and assessed against D.C.Sewell Commissioner in said causes and for which he has no funds to pay;~~ and that said plaintiffs recover from the said defendants A.L. and M.A.Loyd any and all costs not heretofore paid by Commissioner Sewell, to be taxed by the Clerk.

And it is further adjudged, ordered and decree that the judg-

ment in favor of S.T. Smith for the benefit of A.L. Pridemore's administrators constitutes the first lien upon any and all lands in the bill and proceedings mentioned owned by A.L. Loyd and M.A. Loyd or either one of them; that the deed of trust in favor Dixon S. Litton constitutes the second lien upon the lands described therein; that the deed of trust in favor of H.C. Joslyn constitutes the third lien on the lands embraced and described therein; ~~that the debt decreed in favor of W.E. Wynn, late Deputy Treasurer, is last in priority and constitutes a lien on any and all lands belonging to either A.L. or M.A. Loyd after the payment of the debts declared herein to be prior liens.~~

And it is further adjudged, ordered and decreed that unless *Dixon S. Litton and H.C. Joslyn* the judgments in favor of A.L. Pridemore's administrators ~~be~~ paid together with such costs as remain unsettled within thirty days from the rising of this Court, then that Geo. P. Cridlin, who is hereby appointed a Special Commissioner for the purpose, will after advertising at five or more public places in said County, the time, terms and place of sale for at least 30 days before day of sale, proceed to sell, the lands of A.L. and M.A. Loyd, or either of them, or so much thereof as is necessary to pay the additional and accumulated costs in these two causes, not heretofore paid, and the Commissions of sale, ^{and said recoveries herein} ~~and the debts herein~~ before decreed to the said *parties* ~~A.L. Pridemore's administrators~~ on a credit of Six, twelve and eighteen months, except a sum necessary to pay said costs and commissions of sale which he will require to be paid down in cash, for the deferred payments he will take notes payable to himself as Commissioner with good and sufficient personal security bearing interest from the day of sale. Said sale shall be made at the Courthouse door, at public out-cry to the highest bidder. Before proceeding to act hereunder said Commissioner will execute bond before the Clerk of this Court in the penalty of \$2000.00, condition to faithfully ~~and~~ account for all sums received by him.

~~As to the debts decreed by deeds of trust it is further adjudged ordered and decreed that the trustees therein named shall sell said lands when requested so to do by the creditors therein named, but if time is given by said trust creditors they must provide for the payment of the sum herein decreed to W.E. Wynn. Said Com-~~

Said Commissioner ~~and witnesses~~ will report ^{his} ~~their~~ action, from time to time to this Court, and this cause is continued.

W. J. Johnson Admr.
vs. { Sully
A. L. Loyd et al
And

A. J. Wilson Admr. vs
vs { Sully
A. L. Loyd et al

Entered in C.B.
No 8, page 954c

Enter this decree
Dec. 12, 1905
J. A. W. Sully

Virginia:

At a Circuit Court continued and held for Lee County, at the Court house thereof, on Wednesday, the 20th day of September, 1905.

W. J. Johnson

vs. A. L. Loyd

A. L. Loyd, et als,

and

A. J. Wilson, Admr.

vs.

The same defts.

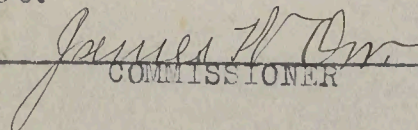
This cause came on again to be heard upon the papers formerly read, and was argued by counsel. And it appearing to the court from said papers that there are some judgment liens reported in said causes that have not yet been provided for and paid by sales heretofore made, and it being stated in open court that there are other liens than those heretofore reported which are prior to those so reported and which ought to be ascertained before other sales are made, it is therefore adjudged, ordered and decreed that J. W. Orr, the Commissioner heretofore appointed do re-open said account, and ascertain and report what liens heretofore reported by him are still unpaid, and what other liens, if any, exist on the land in the bill mentioned.

Before acting said Commissioner will give all parties interested notice of the time and place of his sitting. He will hear such evidence as may be offered by either party, and reduce the same to writing, and he will report his action to the next term of this court, and the cause is continued.

N O T I C E.

All parties interested are hereby notified that on the 24th day of November, 1905, at my office in Jonesville, Virginia, I will proceed to execute the above decree at which time and place they are required to be present with their evidence.

November 18th, 1905.


COMMISSIONER

Executed on the 21st day of
Nov., 1905 by delivering a true
copy of the within notice to
A.L.Loyd.

J. J. Hughes D.S.

for P.M. Ball, S.L.C.

100 24" 1905.

November 21/1905

H. J. Johnson
vs

A. L. Lloyd it also

and

A. J. Wilson Advers
vs

The same Defts.

This cause came on again to be heard, upon the papers formerly read and was argued by counsel. And it appearing to the court from said papers that there are some judgment liens reported in said causes that have not yet been provided for and paid by sales heretofore made and it being stated in open court that there are other liens than those heretofore reported which are junior to those ~~heretofore~~^{so} reported and which ought to be ascertained before other sales are made, it is therefore adjudged ordered and decreed that, J. H. Orr the leave-missioner heretofore appointed do respect said account and ascertain and report what liens heretofore reported by him are still unpaid, and what other liens, if any, exist on the land in the bill mentioned. Before acting said commissioner will give all parties interested notice of the time and place of his sitting. He will hear such evidence as may be offered by either party, and reduce the same to writing, and he will report his action to the next term of this court and the cause is continued.

Chig

H. J. Johnson
vs

A. L. Loyd et al
and

A. J. Wilson Admin
vs

The Same

Entered in C.O.B.
8, page 737c.

Enter this name
J. C. W. Skene
Sept 20th 1905

A. J. Wilson Shur v c
against

A. L. Layob et als.

W. J. Johnson Shur v c
against

A. L. Layob et als.

In chancery.

These causes came on again to be heard upon the papers formerly read in the causes, and the report of D. C. Sewell Camr filed in the causes on this day, and the deed of said Camr and W. E. Orr & wife to M. H. Litch for the 7 1/2 Acres of land sold by said Camr in the causes, and was argued by Camr et al. On consideration thereof It is adjudged, ordered and decreed that said report and the deed therewith be and they are hereby confirmed. And said Litch has leave to withdraw said deed from the papers of this cause.

~~And the cause is continued.~~

upon the pay ment to said D. C. Sewell the sum of five dollars for making & reporting said deed & the cause is continued.

Wilson & Johnson ^{Admrs.}
vs { Decree

P. J. Lloyd et al.

Entered O.D. 6 P. 464.

Enter this decree.

H. A. W. Dunn

Nov 16th 1900.

A. J. Wilson Shur v c Plff }
against } In Chancery.
A. L. Gayd et als. Defts }
W. J. Johnson Shur v c Plff }
against } In Chancery.
A. L. Gayd et als. Defts }

The undersigned Commissioner in
these Causes respectfully reports that
pursuant to the decree of Nov 1900
in the^{1st} Causes, he has executed to M. H.
Littan a deed for the 7th Acres of
land sold by him as Comr to W. E.
Orr, and which was sold by said
Orr to said Littan, and in which deed
the said W. E. Orr & his wife have
joined, and which deed is herewith
filed, marked "Deed".

Nov 16/900. Respectfully.

D. C. Sewell
Comr -

Wilson Johnson
Adams

vs E

A. R. Lays et al

Filed Nov 16th

1900-

A. B. Munsey Clerk

A. J. Wilson Admr &c. Plff.

against

A. L. Lloyd et als Defts

W. J. Johnson Admr &c Plff.

In Chancery.

against

A. L. Lloyd et als Defts

These causes came on again to be heard upon the papers formerly read in the causes and the report of D. C. Sewell, Comr, filed in the causes November 1st 1900, and was argued by Counsel. On consideration ~~there~~ of, it is adjudged, ordered and decreed that said report and the action of said Commissioner therein reported, be and are hereby confirmed; and that said Sewell, who is hereby appointed a Commissioner for the purpose, do convey, with covenants of special warranty, to M. F. Lutton, the $7\frac{1}{2}$ acre tract of land in said report mentioned and in which deed of conveyance, W. E. Orr & his wife will join, said Commissioner, will report his action hereunder to some future day of the present term of the Court, until which time the cause is continued.

A. J. Wilson Adm'r &c
W. J. Johnson Adm'r &c

Decree

A. L. Loyd et als.

Entered A.B. 429 P. 429

Enter this decree.
H. A. W. Shum
100 8th 1900.

A. J. Wilson, Adm'r, &c., Plaintiff.

vs.

A. L. Lloyd, et al., Defendants
— And —

W. J. Johnson, Adm'r, &c., Plaintiff.

vs.

A. L. Lloyd, et al., Defendants.
In Chancery.

These causes came on again to be heard upon the papers formerly read therein, the report of D. C. Lendell, Special Commissioner, filed in the cause Feb'y 25, 1899, and was argued by Counsel.

On Consideration whereof, and said report being unaccepted to, it is adjudged, ordered & decreed, that said report & the bill therein reported made by said Commissioner on the 16th day of January 1899, of the Seven & one-half acre tract of land in the bill & proceedings of these causes mentioned & described, to W. E. Orr, be & the same one hereby confirmed — and said Com'n

Lowell is hereby directed to
pay out the costs reported
to be in his hands & ~~collect~~
to those entitled thereto, & to
collect the purchase money notes
executed by said Orr, purchaser,
when they become due & pay
out the same ~~entitled~~ to those
entitled thereto, & report his
action hereunder to some
future term of this Court.
And the causes are con-
tinued.

A. J. Wilson, Admin'r, &c.
vs.

A. L. Lloyd, et als
— and —

W. J. Johnson, Admin'r, &c.
vs.

A. L. Lloyd, et als.

Decree confirming
sale of 7 1/2 acre tract
to W. E. Orr.

En COR. 6p. 270-

Entered this Decree
M. J. H.

March 9, 1899.

A. J. Wilson Shur & Co vs A. L. Loyd & als. }
W. J. Johnson Shur & Co vs Same } In Chambers.

These Causes came on again to be heard on the papers formerly read in the Causes, and the report of D. C. Sewell Comr. filed in the Causes on the 24th day of October 1898, and the written agreement of Leona H. Loyd, purchaser of the seven and a half acres piece of land heretofore sold by said Commissioner, and her sureties M. A. Loyd & A. L. Loyd this day filed in the Cause, and was argued by Counsel. On consideration thereof, and said report being unexcepted to, it is adjudged, ordered and decreed that said report be and is hereby confirmed, and pursuant to said report and said written agreement, it is further, adjudged, ordered and decreed that said Commissioner Sewell, proceed to resell, at the front door of the Court house of this County, on same Court day, to the highest bidder, on a credit of six and twelve months time the $7\frac{1}{2}$ acre piece or parcel of land heretofore sold by him, ~~on a sufficiency thereof~~ to pay the unpaid purchase money due thereon, together with the costs & expense of said resale, which costs and expense will be required to be paid down, and for the deferred payments hands with approved

security will be required of the purchaser, bearing interest from date, said Commissioner before selling will give at least thirty days notice of the time, terms and place of sale by written advertisements posted at the front door of the Court house of this County and in the vicinity of said land. ~~He will report his actions hereunder to the next term of this Court. And the cause is continued.~~ Said Court D.C.

Sewell, who was appointed a commissioner for the purpose, by a decree entered herein on the 8th day of March 1897, will also proceed to execute that decree as if fully set out at length herein. He will first sell the

$\frac{1}{2}$ acre track & if it brings more than enough to satisfy the above debts, he will apply to the other debts in decree above mentioned & then proceed to sell the Western portion of the Quarry track or a sufficient quantity to pay the bal of all said debts.

And should it fail to satisfy the debts he will sell a sufficient quantity of the Home place to satisfy them.

He will execute bond before the Clerk of this Court, in the ^{with good security} penalty of 200⁰⁰ to duly perform his duty hereunder. He will report his action to court & this Cause is continued.

Ex. C.O.B. Cap. 192.
A.J. Wilson Adm'r & W.F. Johnson Adm'r &c.
vs. J. Deere & Co. for sale.
J. Deere & Co. vs. J. Deere & Co. et al.

Entered this decree
18. Jan. 14 1898.

H. J. Johnson Advers
Against

A. L. Loyd et al

A. J. Wilson Advers
Against

A. L. Loyd et al

In chancery -

These causes came on this day again to be further heard upon the papers formerly read and the report of Commr. D. C. Sweet filed March 6th 1897 to which there are no exceptions & was argued by Counsel. On consideration whereof said report is confirmed & it appearing from the papers in the cause that the sales of 21 acre tract & the 51 acre tract & 23 or 25 acre portion of the Quarry tract that the debts due H. J. Morgan & that the Robertson ^{Advers} Judgement has been paid and that A. J. Wilson has been paid on his Judgement out of said sales the sum of \$850⁰⁰ as of Jan 20th 1876 leaving a considerable balance and that the sale of the 7 1/2 acre tract will more than pay the Grinstead & Co Judgement & the McClellan Judgement so that such surplus may be applied to other judgements reported by Commr. Orr not provided for but will be far from sufficient to pay the same, and it appearing that the defendant M. A. Loyd is the owner of what is known as the Home place & the Western portion of the Quarry land.

He will take bonds from the purchaser for the deferred payments
payable to himself as comm. bearing interest from day of sale
with good personal security.

not before sold & that there are 5
debts which operate as liens thereon,
viz, S.T. Smith judgement now belonging
to H.L. Priddlemore, the balance of a
judgement due H.T. Ferguson, a debt
due D.S. Litton secured by deed of trust
a judgement due C.V. Young & the balance
of the Wilson judgement & are named
in the order of their priorities except
the last two which are of equal dignity.
It is therefore adjudged ordered &
decree that unless the defendants
or some one for them ^{pay} shall the several
debts enumerated above to those entitled
thereto within 30 days from this date
then D.C. Sewell, who is appointed a
Comm. for the purpose, shall proceed to
sell the Home place & the western
portion of the Quarry tract not heretofore
sold or so much as may be necessary
to satisfy the debts above. Said sale
shall be at the front door of the court
house on some court day, at public
 outcry to the highest bidder on a
credit of 1, 2 & 3 years time except cash
& commissions of sale & the Litton deed
of trust debt, which shall be for
cash in hand unless the said Litton
will extend time to the purchaser.
He will execute bond before the clerk
of this court in the penalty of \$2000⁰⁰
conditioned according to law. He will
then advertise the time, terms & place
of sale for at least 30 days prior

the
today of sale by posting
2 or more written or printed notices
one of which shall be on the court
house door & one in the neighbor
hood of where the land lies. He
will report his action to a future term
of this Court & these causes are
continue

W. J. Johnson Adm'r

vs

H. L. Loyd et al

+

A. J. Wilson Adm'r

vs

H. L. Loyd et al -

Decree March 2, 1897

Eu. C. D. B. p. 347.

Enter this

M. J. M.

March 8 1897

W. J. Johnson Admr

vs

A. L. Loyd et al
A. J. Wilson Admr.

vs

A. L. Loyd et al -

To the Hon. W. J. Miller, Judge
of the Circuit Court of Lee County
Va

Your undersigned and Comr. would
respectfully report -

That after the application of
the sum of \$550⁰⁰ to the Wilson
judgment that there will remain
unpaid on same including interest
to March 5th 1897 & cost \$420⁶⁸ if
has made no mistake in his calculation

That there ^{are} other debts reported by
Comr. Bm not paid & not provided
for by former sales.

That M. A. Loyd has loaned ^{on} which
the above unpaid debts
are liens as report by said Comr.

That he has paid & disbursed
the cost rec'd by him to those entitled.

That the two 1st notes executed by
George Loyd purchaser of the 7 1/2 acre
tract are due & that your Comr
has sued at law on same &
~~but has not~~ the through the best course
therefore to

Respt.

D. C. Sewell

Spe. Comr.

W. J. Johnson Adm
vs

A. R. Lloyd Chas

A. J. Wilson Adm
vs

Same

Filed March 6th 1881
A. B. Munsey

1	W. J. Johnson adent. &c	Peff	} In Chy
2	vs		
3	A. L. Lloyd & others	Defts	} In Chy
4	A. J. Wilson adent. &c	Peff	
5	vs		} In Chy
6	A. L. Lloyd & others	Defts	

7 These causes came on again to be further heard on the papers
 8 heretofore read therein and the further report of D. C. Sewell Special
 9 Commissioner dated March 6 1896 filed this day, showing that he had
 10 made signed and acknowledged for record the two deeds of
 11 conveyance directed to be made on yesterday by a clerk then
 12 entered in these causes, and was argued by counsel, and the
 13 said report being unaccepted to, and seen and inspected by the court
 14 and also the said deeds. On consideration whereof, It is adjudged
 15 ordered and decreed that said report and deeds be, and the
 16 same are hereby approved and confirmed, and the clerk of
 17 this will deliver to the clerk of the county court said deeds
 18 for recordation, or to the grantors therein, and there being other
 19 matters to be argued in these causes the same are continued

W. J. Johnson adent. for
H. J. Wilcox adent. for

as ¹/₂ Green Confirming Deeds

32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

A. L. Sayles & others
O. B. P. 146.

Entered this
March 4 1896

W. J. M.

O. K.
A. L. P.

W. J. Johnson admt
A. L. Lloyd & others
A. J. Wilson admt

Plffs }
Defts }
Plffs }
Defts }

1 A. L. Lloyd & others

2 These causes came on this day to be
3 again further heard on the papers hereto-fore
4 read in the causes and the report of Coun-
5 D. C. Sewell dated & filed in the Cause Feb
6 20, 1896. Showing the sale of the 21 acre tract
7 of land adjoining the Jesse lands to E. F.
8 Messick for the sum of \$1600⁰⁰ and the
9 disbursements of the purchase price, & the
10 sale of the Robinson Daugherty tract of 51
11 acres, and the East end of the Gentry tract
12 of 23 or 25 acres to Henry J. Morgan for the
13 sum of \$1700⁰⁰ and the manner in which
14 the purchase price was disbursed & also the
15 sale of the 7 1/2 acre tract to Leona Lloyd
16 for the sum of \$800⁰⁰ and of the execution
17 of notes by her with security for the deferred
18 payments thereon, and was argued by
19 Counsel, and the said report being
20 unexcepted to & being filed the time
21 required by law - on consideration of all
22 which, it is adjudged, ordered & decreed
23 that the report of said several sales &
24 of the disbursements of the purchase money
25 be & the same are hereby approved & con-
26 firmed.

27 And pursuant to a suggestion in the
28 said report it is further adjudged
29 ordered & decreed, that D. C. Sewell who
30 is hereby appointed a Commissioner
31 for the purpose, to convey by proper
32 deed of conveyance, to E. F. Messick

1 the 21 acre tract of land purchased &
2 paid for by him, with covenants of
3 special warranty, and that said Sewell
4 do likewise, convey to Henry J. Morgan
5 by proper deed of conveyance with covenants
6 of special warranty, the Robinson
7 Dougherty tract, containing 51 acres
8 and the East end of the Quarry tract
9 containing 23 or 25 acres, & A. L. Lloyd
10 ^{Mauveva A. Lloyd his wife} are ordered to either join in said convey-
11 ances or convey separately, to said two
12 parties, their equitable right of redemption
13 in said three pieces of land, together with
14 all such interest & title as may be in them.
15 And until the coming in of said Cases,
16 Sewells report under this decree the Cases
17 are continued.

W. J. Johnson, clerk
H. J. Morgan, clerk
at by Order - Confirming Sale

A. L. Lloyd, attorn

Order Court

Page 329

Enter this decree

March 5 1896

W. J. H.

W. J. Johnson, Adm'r. &c.,	Plff.	} In Chy.
^{vs}		
A. L. Loyd et al	Def'ts	} In Chy.
A. J. Wilson adm'r.	Plff.	
^{vs}		
A. L. Loyd et al	Def'ts	

These causes came on again this day to be further heard, and the papers heretofore read therein, together with Commissioner J. W. Orr's second report & exhibits therewith, filed in these causes Oct. 18. 1895, and was argued by counsel, and the said report being unexcepted to, on consideration whereof it is adjudged, ordered & decreed that the said report & exhibits therewith, be confirmed, except as to the balance of a judgement due to Henry Ferguson ^{which} is not confirmed, and it appearing to the Court, from the said report and the evidence in the causes, that the female defendant M. A. Loyd, is the owner of several tracts of land, to-wit - the home farm on which she and her husband live, containing about 50 acres, the Quarry tract lying south of ^{and} adjoining the first containing from 40 to 50 acres, the Robinson Dugherly tract containing about 51 acres, and a small tract containing about 21 acres known as the tract adjoining the John Jesse land, and that her husband the said A. L. Loyd, is the owner of a small

tract of land containing about $7\frac{1}{2}$ acres, known as the Josiah Daugherty tract, and it further appears to the Court that the rents & profits of these lands, will not pay the debts for which they are bound within five years, and it further appears to the Court that the tract of land known as the 31 acre tract adjoining the John Jesse land, is encumbered by two deeds of trust resting thereon, which are prior in point of time to any other liens, one of which is a debt due, to A. J. Wilson Adm'r. of Virginia Wilson's dec'd, and the other is due to W. J. Morgan as guardian for Victoria Morgan, and it further appears to the Court, that the two debts for which the said tract is bound, is much more than the same will ever bring, and that the deeds of trust, which create the said liens, on the said tract were each acknowledged for record, on the 11th day of November 1887, and were each admitted to record on the 12th day of Novr. 1887. These two liens are therefore of equal equity, and the debt due said Morgan being larger than that due said Wilson with the consent of said Morgan, it is adjudged ordered & decreed, that the proceeds of the sales of this land, which is hereinafter ordered, shall be divided equally between the said Wilson & the said Morgan,

And it further appears to the Court,
from a paper filed with Commissioner
Orio report marked "Cauchoen," that the
defendant A. L. Loyd, on the 17th day
of Sept. 1895, had contracted & sold the
said 21 acre tract of land, to E. F.
Musie, subject to the approval of this
Court, for the sum of \$1150⁰⁰, and it
further appearing to the Court, from
a paper filed in these causes at the forenoon
term of the Court marked "A. S." that
A. S. Lillon a responsible bidder, has
offered in writing under his hand & seal
if the said land shall not be awarded
to the said Musie, & shall be put
up for sale, that he will make the same
bring the sum of \$1175⁰⁰ cash in hand
but the Court being of opinion, that
it has no legal right, to confirm a
sale, of said land to either of said
parties in this way, it therefore de-
clines to award the contract of said
land to either of said parties,

but, it is adjudged, ordered, and
decreed, that the said 21 acre tract
of land, be put up for sale to the
highest bidder for cash in hand
at the front door of the Court House
of Lee County on same Court day.
And the Commissioner hereafter ap-
pointed to move this case, is ordered
to offer the same, at an upset price
of \$1150⁰⁰, and unless, some one, will

give such price for said tract of land
as that the net proceeds of the sales
thereof, after paying commissions,
will yield to said Lays, or to the
two said trust Creditors, a greater
sum, than said \$1150.⁰⁰, then, that
the Contract shall be awarded to
said E. F. Musie, and as soon as the pur-
chase money for said land, shall be paid
to said Wilson & Morgan as before provided
there, they are ordered to release the said
lands from the operation of their respective
deeds of trust, And it further appearing to
the Court, that the said Lays & wife, on
the 25th day of June 1887, executed a deed
of trust to a trustee by which they con-
veyed to said trustee, the Robinson Daugh-
erty tract containing about 510 acres, to
secure the payment of a debt due to said
Morgan in his own right, And by a second
deed of trust dated Novr. 11. 1887, and admitted
to record on the following day, the said Lays
& wife again conveyed, the Robinson Daugh-
erty tract, about 23 or 25 acres off of the
East end of the Quarry tract, And the said
25 acre piece adjoining the Jesse land
to the same trustee, to secure the payment
of a debt due to H. J. Morgan guardian for
Victoria Morgan, And that these two deeds
of trust, constitute the first two liens on
the Robinson Daugherty tract and the East
end of the Quarry tract, and both of the

Said deeds of trust provide, that where
the said lands are sold, they are to be
sold for cash in hand, And it further
appears to the Court, that by virtue of a
judgement ^{assigned & now the property of A. L. Primmer} in favor of S. L. Smith, rendered
at the Decr. term 1890. of this Court against
the said A. L. Loyd & wife, that the judge
of K. L. Ferguson rendered, March. 10. 1893.
and that two judgements, rendered at the
Novr. term 1894, one in favor of A. J. Wilson
Admr. & C., and the other in favor of C. V. Young
both against said Loyd & wife, all operate
as liens upon all the land owned by
A. L. Loyd ^{in A. L. Loyd & wife} & wife, and that their priorities are
as just stated, & which are junior in
point of time, those the three deeds of trust
mentioned in the foregoing part of this
decree. And the judgement due Smith being
due first, the judgement due Ferguson
being second, and the two judgements due
Wilson & Young being third, and of equal
priority. - And it further appearing to
the Court, that the three following judgements
operate as liens upon any lands & real
estate owned by the said A. L. Loyd, first
a judgement due Johnson, Admr. of
A. L. Robinson, ^{assigned to and now the property of A. L. Primmer} against said Loyd. - Secondly,
- a judgement against said Loyd in favor
of Winstead & Co. rendered Novr. 16. 1894.
Thirdly - a judgement rendered in favor
of M. Elmer, assignee, against C. W. Evans
& said Loyd, dated Sept. 7. 1894, and docketed
on the lien docket of the County Court of

Lee County, November. 4. 1895, ^{and} as these
lost three judgements operate as liens
only, on about 7 1/2 acres of land owned
by the said A. L. Loyd, while the four judge-
ments first above mentioned, operate
as liens upon the same tract of land ^{and}
upon about 20 acres of the Quarry land.
The Court deems it proper, that the pro-
ceeds of the sale of the 7 1/2 acre tract of
land, belonging to said A. L. Loyd, should
be applied to the payment of the three
lost judgements mentioned. It is there-
fore adjudged ordered, & decreed, that unless
the debt due Johnson, ^{assignee of Robinson} Adm'r, of Robinson
the debt due Grinstead & Co, and the judgt
due McClure, assignee &c, be paid to them
respectively, within 30 days from the
rising of this Court, then that said
tract of land containing about 7 1/2 acres
owned by the said A. L. Loyd be sold at
public auction to the highest bidder on
the front door of the Court House of Lee County
on some Court day, on a credit of six
twelve, & eighteen months time, with
interest from day of sale, and the pur-
chaser is required to give bond with approved
security for the purchase money. ^{And} the pro-
ceeds of such sale shall be applied as follows
first - to the payment of the judgt, due to
Johnson as Adm'r of Robinson, secondly
- to the payment of the Grinstead & judgt
& thirdly - to the payment of the McClure judgt.

And if the debt due said Morgan in his own right, and the balance of the debt due him as guardian, after he shall have credited it with such sum, as he may receive out of the sales of the 21 acre tract, shall not be paid to him, by said Lord or some one for him, within 30 days from the rising of this Court, then it is further adjudged, ordered, & decreed, that the tract of land containing about 51 acres known as the Robinson Daugherty land, & the Eastern portion of the Quarry land, supposed to be about 23 or 25 acres, shall be sold for cash in hand, in so far as the two debts due said Morgan is concerned, but if the said Morgan will give his consent thereto, the same may be sold on a credit of one, two, & three years, with interest from day of sale. And in the event of such ^{sale} the purchaser is required to give bond with approved security for the purchase money. The several sales hereby decreed to be made, shall be made in the following order, first - the 21 acre tract shall be sold. Secondly - the Robinson Daugherty tract & the Eastern portion of the Quarry tract supposed to contain 23 or 25 acres, & Thirdly - the $7\frac{1}{2}$ acre tract, and no sale shall be made under this decree until 30 days notice thereof shall have been given, showing time, terms & place of sale. And D. C. Sewell, is hereby appointed a special Commissioner, to execute this

decree, who before doing so, is required to execute ^{with security} bond, before the Clerk of this Court in the sum of \$4500⁰⁰, with condition to faithfully account for all money he may receive in these causes, and he will report his action to the Court from time to time under this decree, and it is further adjudged, ordered, & decreed, that the proceeds of the sales of the Robinson Daugherty land & the Eastern portion of the Quarry land, be applied as follows to-wit:-

First - to the payment of the balance of the two debts due said Morgan, Secondly - to the payment of the balance of the Smith judgement, Thirdly - to the payment of any balance due to K. L. Ferguson & fourthly - such sum as may remain shall be paid out ratably upon the balance of the judgement due A. J. Wilson Admr & C. V. Young,

These last five items operating as liens upon the home place of 51 acres, and on the Western part of the Quarry land, of about 20 acres. No sale thereof is now ordered until it shall be ascertained, how far the other lands shall pay these debts, And said Commissioner Sewell will require so much Cash in hand paid, as will pay the costs of suits & sale, And it is further considered that the plaintiffs in these causes, recover of said A. L. Lloyd the costs of these suits. All questions not truly past on are reserved. And the causes are continued,

W. J. Johnson Adams

A. J. Wilson Adams

W. } Decree for Sale

A. L. Lloyd wife & others

O. B. C. 299

~~1650~~ 1650 E. F. Music

1700 H. J. M.

800 Lewis & Lloyd

Entered this

Nov 14 1895

M. J. M.

O. K.

H. J. M.

Virginia

At a circuit Court Continued and held
for Lee County at the Court-house thereof on
Monday the 8th March 1897.

W. J. Johnson admr

against

A L Loyd et al

+

A J Wilson Admr

against

A L Loyd et al

In Chancery

These Causes Came on this day again to
be further heard upon the papers formerly read
and the report of Commissioner D C Sewell
filed March 6th 1897. to which there are no excep-
tions, and was argued by Counsel. On Considera-
tion whereof. Said report is Confirmed & it
appearing from the papers in the Cause that
the Sale of 21 acre tract and the 51 acre tract
and 23 or 25 acre portion of the Quarry tract
that the debts due H. J. Morgan and that the
Robertson Admr Judgment has been paid
and that A. J. Wilson has been paid on his
Judgment of \$850.00 as of January 20th 1896.
leaving a considerable balance, and that the
Sale of the 7 1/2 acre tract will more than pay
the Grinstead & Co Judgment, and the McElwee
Judgment. So that such surplus may applied
to other Judgments reported by Comr. Or not
provided for, but will be far from sufficient
to pay the same. And it appearing that the
defendant M. A. Loyd is the owner of what is
known as the home place and the western

portion of ^{the} Quarry land not before sold, and that there are five debts which operate as liens thereon, Viz: S. T. Smith judgment now belonging to A. L. Pridemore, the balance of a judgment due H. T. Ferguson, a debt due D. S. Litton secured by a deed of trust, a judgment to V. Young, and the balance of the Wilson judgment, and are ranked in the order of their priority, except the two last which are of equal dignity. It is therefore adjudged ordered and decreed that unless the defendants or some one for them, shall pay the several debts enumerated above to those entitled thereto, within thirty days from this date then D. C. Sewell who is appointed a Commissioner for the purpose, shall ^{proceed} to sell the home place, and the western portion of the Quarry place not heretofore sold or so much thereof as may be necessary to satisfy the debts above. Said sale shall be at the front door of the Court-house on some Court day at public out-cry to the highest bidder on a credit of one, two, and three years time except costs and commissions of sale and the Litton deed of trust debt, which shall be for cash in hand unless the said Litton will extend time to the purchaser, and will take bonds from the purchaser for the deferred payments payable to himself as Commissioner bearing interest from day of sale with good personal security. He will execute bond before the clerk of this Court in the

penalty of \$2000 or conditioned according to law. He will then advertise the time, terms and place of sale for at least 30 days prior to the day of sale by posting two or more written or printed notices one of which shall be on the front door of the Court house door, and one in the neighborhood of where the land lies. He will report his action to Court. And these Causes are Continued

A Copy

Teste A.B. Mursey Clerk

A. J. Wilson admr
w/ copy decree
A. L. Loy & et al
executed April 17. 1877
by delivering a true
copy of the within
decree to S. H. Blount
W. P. Weston S. L. b

Copy for S. C. Sewell

Clerk \$1.25

Virginia

At a Circuit Court Continued and held for
Lee County at the Court-house thereof, On Monday
the 14th day of November 1898.

A. J. Wilson Adm'r & Plaintiff

vs

A. L. Loyd et al Defendants
and

In Chancery

M. J. Johnson Adm'r & Plaintiff

vs

A. L. Loyd et al Defendants

In Chancery

These Cause Come on again to be heard
on the papers formerly read in the Causes, and
the report of D. C. Sewell Comr. filed in the
Causes on the 24th day of October 1898, and the
written agreement of Beona F Loyd purchaser
of the seven and a half acre piece of land
heretofore sold by said Commissioner, and
Sureties M. A. Loyd and A. L. Loyd this day
filed in the Cause, and was argued by Coun-
sel. On Consideration thereof, and said re-
port being unexcepted to, it is adjudged ordered
and decreed that said report be and the same
is hereby confirmed, and pursuant to said
report and said written agreement it is further
adjudged ordered and decreed that said Com-
missioner Sewell proceed to resell at the
front door of the Court-house of this County

on some Court day to the highest bidder on credit of six and twelve months time. The $7\frac{1}{2}$ acre piece or parcel of land heretofore sold by him to pay the unpaid purchase money due thereon, together with the costs and expense of said resale, which costs and expense will be required to be paid down and for the deferred payments bonds with approved security will be required of the purchaser bearing interest from date.

Said Commissioner before selling will give at least thirty days notice of the time, terms and place of sale by written advertisements posted at the front door of the Court-house of this County and in the vicinity of said land. Said D. C. Sewell who was appointed a Commissioner for the purpose, by a decree entered herein on the 8th day of March 1897. will also proceed to execute that decree as if fully set out at length herein.

He will first sell the $7\frac{1}{2}$ acre tract and if it brings more than enough to satisfy the above debts, he will apply to the other debts in ^{the} decree above mentioned, and then proceed to sell the western portion of the Quarry tract, or a sufficiency to pay the balance of all said debts. And should it

fail to satisfy the debts he will sell a
sufficiency of the home place to satisfy
them. He will execute bond before
the Clerk of this Court with good security
in the penalty of \$2000.00 to duly perform
his duty hereunder. He will report his
action to Court, and this Cause is contin-
ued.

A. J. Wilson Admr
vs } Copy of Decree
A. L. Loyd et als
and

W. J. Johnson Admr
vs } Copy of Decree
A. L. Loyd et als

Ex. dated Dec 13th 1898
By delivering an attor-
ney's office copy of the
within Decree to
D. C. Sewell in Lee
County Va
W. D. Weston D. C.

Copy for
D. C. Sewell

Clerk \$1.25

Virginia

At a circuit Court continued and held for Lee County at the Court-house thereof on Wednesday June 12, 1898

A. J. Wilson admr

against

A L Loyd et al

vs

W. J. Johnson

against

A L Loyd et al

} in Chancery

On motion of the plaintiff in the first Styled Cause W. A. Orr is appointed Guard ad litem for Ida E Larmer, Mrs S Larmer, Sarah D Larmer, Kittie Larmer, Emma Larmer and Earnest Larmer infant defendants, and on ^{his} motion leave is granted him to file his answer for said infants which is accordingly done. On the further motion of the Plaintiff in the first Styled Cause these Causes are brought on to be heard together & was argued by Counsel. On Consideration of which & for reasons appearing to the Court. James W Orr who is hereby appointed a Commissioner for the purpose, will ascertain & report what lands if any are owned by any of the defendants or either of them & the rental

Value of the same what if any judgments, are due from the defendants or either of them or debts due by deeds of trust, or other liens the amounts thereof, to whom due & their priorities. He will further ascertain & report whether the plaintiff in the first styled Cause has a right of Subrogation to the benefits of the deed of trust executed to secure Thos J Larmer Jr & E S Larmer & whether or not the estate of Thos J Larmer Jr decd is liable for the plaintiffs debt. He will report any facts deemed pertinent by any party in interest & he will report his action hereunder to the next term of this Court & this Cause is continued.

A Copy Teste A B Munsey Clerk

A J Wilson admr

Copy of Decree

A L Loyd et al

W. J. Johnson
against

A L Loyd et al

executed by

delivering an office

copy of the within

decree to Jas. W. Orr.

This Aug 14 - 1895.

Wm. P. Weston S. G. C.

C 1.00

Copy for
Geo W Orr

A. J. Wilson ^{adversus}
against
A. L. Loyd et al
+

W. J. Johnson ^{adversus}
against
A. L. Loyd et al

} Duchy-

On motion of the plaintiff
in the first styled cause, W. A.
Orr is appointed Guardian
ad Litem for Ida & Larner,
John S. Larner, Sarah S. Larner, Kittie
Larner, Emma Larner and Earnest
Larner, infant defendants, and
on his motion leave is granted
to file his answer for said
infants, which is accordingly
done. On the further motion
of the plaintiff in the first
styled cause these causes are
brought on to be heard together.
Swas argued by counsel. On
consideration of which & for rea-
sons appearing to the court, Jas W.
Orr, who is hereby appointed a
Commissioner for the purpose, will
ascertain & report, what lands,
if any, are owned by any of

the defendants or either of them
& the rental value of the same,
what, if any judgments, are due
from the defendants or either of
them or debts due by deeds of
trust or other liens, the
amounts thereof, to whom
due & their priorities. He will
further ascertain & report,
whether the plaintiff in the
first styled cause, has a
right of subrogation to the benefit
of the deed of trust executed to
secure Thos. J. Larmer Jr & E. J.
Larmer & whether or not the estate
of Thos J. Larmer Jr died is liable
for the plaintiffs debt. He will
report any facts deemed per-
tinent by any party in inter-
est & he will report his
action hereunder to the next
term of this court & this
cause is continued.

A. J. Wilson adms
vs

A. L. Loyd & al } Deem

W. J. Johnson adms
vs

A. L. Loyd & al

June 7, 1895

Entered in
Chancery Order
Book Page 216

Enter this
M. M.

June 12th 1895

W. J. Johnson admr & plff.
against
A. S. Lloyd et al. Deft. } In chancery

This
Cause came on this day to be
heard upon the bill of the
plff and exhibits filed, therewith
and the answer of H. J. Morgan and
exhibits therewith and upon the bill
taken for confessed as to the other
defendants, and was argued by
Counsel - On consideration where-
of and for reasons appearing to
the Court it is adjudged ordered
and decreed that ~~J. W. Permyer~~
who is hereby appointed a special
Commissioner for the purpose, do
ascertain and report, how much
if any of the debt of H. J. Morgan
admr has been paid since the
filing of his answer, whether or
not he has as security for his
debt, the lands claimed by said
Lloyd as & for a Homestead; and
what other lands if any are bound
for the payment thereof; what if
any other liens are prior, to the
plff and whether or not, the defend-
ants lands will in five years

pay the same. He will report
any facts deemed pertinent by
himself or required by either party.
He will report his action to this
Court at some future term and
the cause is continued.

W. J. Johnson
admo

23 Dec 90

A. L. Loyd et al

March 7, 1890

Entered Chy 913

page 264-3.

Wyatt

Entered this
Apr. 2, 1890

W. J. Johnson

The deposition of J. J. Yearly _____
taken before the undersign commissioner in taking an account in the
Chancery causes of W. J. Johnson admr. &c vs. A. L. Loyd et al,
and A. J. Wilson Admr. &c. vs. A. L. Loyd, et al. pending in the
Circuit Court of Lee County, Virginia. T

C. T. Duncan of counsel for the Admrs.

PRESENT: and A. L. Loyd in person,

The said J. J. Yearly a witness of lawful age, being duly sworn
deposes and says:

Q.-- Please state your age, residence and occupation.

A.-- I am 64 year old, reside at Pennington Gap, Va. Farm some and am
Juntice of the Peace.

Q.-- Are you the J. J. Yearly who purchased the A. C. Loyd tract of land?

A.-- Yes sir.

Q.-- Please state how you undertook to make the payment on said land
and how you paid them.

A.-- I gave \$3500.00 for the land. Paid \$1800 down, and I think I
executed three notes for the residue, one for \$700.00, and two for \$500
each. I paid two of them the \$700.00 note and a five hundred dollar note
to A. L. Pridemore they had been assigned to him by Mr. Loyd. I
paid to H. J. Morgan the other five hundred dollar note.

cross examination by C. T. Duncan.

Q.-- Do you remember whether or not you paid A. L. Loyd any part of
either one of those notes.

A.-- I do not, I do not remember that I did. I remember that they were
both assigned to A. L. Pridemore.

Q.-- Do you, or do you not, remember the fact that under the contract between
Gen. Pridemore and Mr. Loyd when said two notes were assigned to him that
Mr. Loyd was to have the first four hundred dollars out of the seven hundred
dollar note.

A.-- I do not remember a single thing that was between Mr. Pridemore
and Mr. Loyd, that was all done in my absence.

Q.-- Was there any other dealing between you and Mr. Loyd at that time
of any consequence?

A. If there was, I can't call it to mind now. I have no recollection of it.

Q.-- I now show you a check dated Jan. 27th, 1881 and paid Feb. 4th 1891 for four hundred dollars, given by you to A. L. Loyd and ask you what that was given for and if it was not in that land transaction and a credit on your seven hundred dollar note.

A.-- The check shown me was given by me it was in my handwriting and I am satisfied that there was not other dealing between myself and Mr. Loyd upon which this check could have been given except the land transaction.

Q.-- Please file said check with your deposition, and as a part thereof marked " For Identification J. J. Y. I"

And further this deponent saith not.

J. J. Yeary

A. J. Willis Adm. &c.
vs. { Deposition of L. J. Gerry.
C. L. Lloyd, et al.

VIRGINIA.

No.

JONESVILLE,

Jan 27th 1881

POWELL'S VALLEY BANK,

PAY TO

Al Loyd

PAID

FEB 4 1891

W. K. ARMSTRONG, Cash'r

JONESVILLE,

order

OR BEARER

Four Hundred

DOLLARS,

\$

400.00

J. J. Yeary

A. L. Loyd

Pay The Nat'l Bank of Bristol,
BRISTOL TENN.

FOR ACCOUNT OF
BANK OF BIG STONE GAP,
VIRGINIA,

HOWARD E. BELLING, Cashier,

"J. J. Y. - 1"

Filed with J. J. Yeary's
deposits

On Cash

John B. Caldwell, Cashier

FOR COLLECTION AND CREDIT ON
— ACCOUNT OF —

CITY NATIONAL BANK,
KNOXVILLE, TENN.

EDWARD HENEGAR, CASHIER,

The deposition of A. L. Loyd
taken before the undersigned Commissioner
of the Circuit Court of Lee County Virginia, in
taking an account in the Chancery Causes
of A. J. Wilson Adm'r against A. L. Loyd
& others and W. J. Johnson Adm'r against
the same pending in said Court, on this
26th day of August 1895.

The said A. L. Loyd a witness of lawful
age, and being first duly sworn, deposes
and says,

E. S. Larmer is now a nonresident of
this State, lives in Tenn. and owns no land
in this County that I know of. J. J. Larmer's
widow and heirs own the land they live
on, in Hickory Flats, in this County, and
that was conveyed to J. J. Larmer Jr. in the
partition of his father, John Larmer's estate,
and contains about 180 acres. My wife
owns a piece of about 21 or 22 Acres of land
in Hickory Flats, and is the same land mentioned
in the deeds of trust in favor of W. J. Morgan
and the one to P. B. Allen trustee to indemnify
my securities in the Wilson Judgment or debt.
also a piece of about 51 Acres known as the
Robinson Daugherty land, also a piece of
about 43 Acres known as the Querry land
and which adjoins the said Robinson Daugherty
land on the South, these two pieces are in Rock

Station and on North Side of Wallens
Bridge, and also a tract of about 75 Acres on
which we now reside, and which adjoins
the two pieces last mentioned, and she did
own the A. C. Loyd tract of land, subject to the
widow's dower, but this has been sold &
conveyed to J. J. Yeary, and has been paid for
by him except \$500. - due July 1st 1893.

I am no bond myself in my own right

The rental value of the lands owned by my
wife is as follows - on the 21 or 22 acres \$75.00

The 51 Acre, Daugherty piece 255.00

The 43 Acre, Cherry " 50.00

The 75 Acre, Home " 250.00

The A. C. Loyd tract of about 227 A., Subject to dower, 150.00

The last deed of Trust in favor of H. J. Morgan
Guardian &c. is on a portion of the Cherry land,
that is ^{on} about 23 Acres on the East end thereof,
and also on the adjoining Daugherty land of
51 Acres. There are no deeds of trust given
by myself and wife or either of us that remains
unpaid except the two in H. J. Morgan's answer
mentioned, the one to P. A. Allen trustee for
the benefit of J. J. Larmer Jr. & E. S. Larmer, the
one to M. H. Litten trustee for benefit of D. S.
Litten & to secure \$400 ^{or}, and the one to secure
a debt to Mrs Sarah Kane, on which there was
a balance due July 1st 1895, ^{about} of \$512.00

As to the amount due from me as guardian
for Polly Burk, she has become of age, and
I have paid her in full and have her receipt
There are no judgments, ^{that I now remember} against myself or
myself & wife, that remain unsatisfied
except the one in favor of W. J. Johnson Schur-
re, the one in favor of Henry T. Ferguson,
the one in favor of Grinstead & Co. the one
in favor of G. V. Young, the one in favor
of A. J. Wilson, ^{Schur} and the one in favor of S. T.
Smith.

And further this deponent saith not.
A. L. Loyd.

The foregoing deposition of A. L. Loyd was
taken, subscribed and sworn to before
me at the time & place and for the purposes
in the Caption mentioned. Given under
my hand this the 26th day of August 1895.
James W. Orr. Comm.

A. J. Wilson *Admr &c*
et als.
or { Depo of A. L. Loyd
3
A. L. Loyd et als.

Depo

Virginia.

Lee County Circuit Court.

W. G. Johnson Admr &c.

Plaintiff

against

A. L. Loyd & als.

Defendants

In Chancery.

The undersigned Commissioner in this cause, appointed by a decree therein, April 2nd 1890, and directed to report, how much if any of the debt of H. J. Morgan Admr, (meaning Guardian) has been paid since the filing of his answer, whether or not he has as security for his debt, the lands claimed by said Loyd as and for a homestead, and what other lands if any are bound for the payment thereof; what if any other liens are prior to the plaintiffs, and whether or not the defendants lands will in five years pay the same, and any other facts deemed pertinent &c. respectfully reports, that, he gave notice to the parties to the suit, and had said notice served by the Sheriff on the defendants A. L. Loyd & M. A. Loyd his wife, that he ~~was to~~ proceed on the 14th day of Feb: 1895; to execute said decree, at which time the plaintiffs Cornsels and H. J. Morgan came before your Commissioner, but the said A. L. Loyd & wife failed to appear. A copy of the notice, or rather the original is herewith filed marked, Notice. Your Court ascertained that there had been paid on said Morgan's debt of Trust filed with his answer, dated June 25th 1887, \$140⁰⁰ Aug 30th 1892, and \$20⁰⁰ Nov 30th 1894; and that on said Morgan's

deed of trust, dated Nov 11th 1887, and in his favor as Guardian for Victoria Morgan, there has been nothing paid. As to the other matters referred to your Commissioner he has not been able to complete his enquiries as yet, satisfactorily, but he has prepared and files herewith mark "List of liens", a list of the liens against said A. L. Loyd & M. A. Loyd his wife and against said A. L. Loyd alone, showing who in favor of and their priorities. There ~~are~~ quite a number of ^{old} judgments against said A. L. Loyd, docketed in the clerk's office of Lee County Court, and nothing showing that said judgments have been paid, but your Court is of opinion that most all, and perhaps all, of said ^{old} judgments have been satisfied, and there are some deeds of trust recorded in said clerk's office, that are prior to the ones in favor of said B. J. Morgan mentioned in his answer in this cause, that are not shown on said record to have been paid, but your Court is informed and he believes it is true that these deeds of trust have perhaps been paid.

The list of liens herewith filed amount to the sum of \$ as of March 4th 1895; but as to what lands they effect and in what manner, your Court has not been able as yet to well ascertain, and supposes it will be necessary that the matter be recommitted to your Court, or some one else, for further enquiry and report. Respectfully submitted.

James W. Orr. Court.

W. J. Johnson Admr &c.

vs { Cour Orr's Report
B

A. L. Loyd et als.

Filed Feb 2nd 1895.

A. B. Munsey
Clerk

Sec. 2nd report.

Cour's fee \$10 00

(1)

A. J. Wilson Admr &c.
against

Plff

In Chancery.

A. L. Loyd et als

Defts

W. J. Johnson Admr &c.
against

Plff

In Chancery.

A. L. Loyd et als

Defts

The undersigned Commissioner in these Causes respectfully reports, that pursuant to the decree entered therein at the June term 1895, he proceeded on the 26th day of August 1895, ^{+ subsequent days} to discharge the duties required of him by said decree. From the deposition of the defendant A. L. Loyd here-with filed marked "Depo", and from other sources he finds that the defendant E. S. Larmer owns no land in this County; that the widow and heirs of J. J. Larmer do own the tract of land on which they reside in this County, containing about 180 acres; that the defendant M. A. Loyd wife of the defendant A. L. Loyd, owns a piece of land containing about 2 1/2 Acres, in Hickory Flats, adjoining the lands of the late John Jesse deed & others; also a piece of about 5 1/2 Acres, in Rocky Station, known as the Robinson Daugherty land; also a piece of about 43 Acres, adjoining the said Daugherty land, and known as the Cherry land; and also a piece of about 75 Acres, on which she and her said husband now reside, and which adjoins the two pieces last mentioned; And she did own eight tenths of the A. L. Loyd tract of land

lying in the same neighborhood as the above mentioned lands, but she sold her said interest in this tract of land to J. J. Geary and conveyed the same to him Feb' 19th 1894, and he has paid the purchase money, except \$500.00 which was due January 1st 1893. The said A. L. Loyd states in his said deposition that he owns no land in his own right, but your Commissioner is of opinion that said Loyd, by oversight, made a mistake, for he finds from the records of the County Court Clerk's office, that in the partition of the lands of Isaiah Daugherty deceased, lot No 2, containing 7 1/2 Acres, was assigned to said Loyd, and he finds no conveyance of this land by said Loyd, and he therefore reports that he owns said land, at least so far as the purposes of this suit are concerned. This is a valuable piece of land, but your Commissioner failed to get its rental value, This fact however will make no difference in the result on that point. Your Court finds the rental value to be as follows.

On the 21 Acre tract or piece	\$ 75.00
" " 51 " Daugherty piece	255.00
" " 43 " Cherry piece	50.00
" " 75 " Same piece	250.00
" " 5/10 of 227 Acres, A. C. Loyd tract. Subject to -	150.00
" " 7 1/2 Acre piece owned by A. L. Loyd, say ^{-widow's dower}	35.00
Total - -	\$ 815.00

I have prepared and file herewith as part hereof a list of liens against said A. L. Loyd and against

said A. L. Loyd & M. A. Loyd his wife, which are numbered in the Margin of said list according to their priority, Number one being next to the last on said list, and number 3 being applied to two liens that are parallel in point of priority. These several liens amount in the aggregate, as of Nov. 4th 1895, to the sum of \$5822.24, Add to this the Costs of the two suits, estimated at \$100.00, and we have the sum of \$5922.24 as the total amount to be raised, to discharge the lien liabilities of said A. L. Loyd & wife. ~~Three~~ of said liens, Nos 4 ^{7/8} & 7 are against A. L. Loyd alone, and No 8 is against M. A. Loyd alone, while all the others are against both the said A. L. Loyd & M. A. Loyd his wife.

As to the 21 Acre piece, H. J. Morgan's lien, No 3, bears, dated Nov 12th 1887, and the ^{other} lien No 3 likewise & of same date, also the deed of trust, lien No 8, in favor of D. S. Litton Sept 17/94. As to the 51 Acres, Daugherty land, H. J. Morgan's deed of trust July 7th 1887, No 2. bears, and said Morgan's deed of trust as Guardian, Nov 12th 1887, No 3, also operates.

As to the Cherry land, 43 Acres, H. J. Morgan's deed of Trust, Nov 12th 1887, ^{No 3} is a lien upon 23 Acres part thereof ^{on East end} and as to the remaining 20 Acres there is no deed of Trust lien.

As to the home place, 75 Acres, D. S. Litton's deed of Trust. Sept 17th 1894, ^{No 8} operates upon 50 Acres of this conveyed to Mrs Loyd by D. V. Larmer & wife, and as to the residue of this tract, 25 Acres, there is no lien on the same by deed of Trust.

As to the $\frac{7}{10}$ of the A. C. Loyd tract of land, said tract containing 227 Acres, Mrs. Loyd did own this as before stated, and the deed of trust to P. D. Allen trustee, Nov 12th 1887, ¹⁰³ hears upon this, and the deed of trust Jan'y 18th 1887, No 1, also hears upon this so far as the amount due Mrs. ^{Sarah} Kane, the other debts in said deed of trust being paid.

The ~~three~~ judgments above mentioned, ^{No 4, 7 + 10} against A. C. Loyd alone, Nos 4 + 7, ²¹⁰ are liens upon the $7\frac{1}{2}$ Acres only, and the judgments against A. C. Loyd and M. A. Loyd his wife. Nos. 5, 6 + 9. are liens upon the said $7\frac{1}{2}$ Acres, ^{4 on} all the other lands above mentioned, owned by said M. A. Loyd, except No 9 is not a lien ~~of~~ the $\frac{7}{10}$ of the A. C. Loyd tract, not having been rendered and docketed until after Mrs. Loyd had conveyed the same. The said liens operating, of course, as to each piece of land, according to their respective priorities, and in each instance with due regard to any prior lien or liens by deed of trust on said land.

It is evident that the rents and profits of the real estate that is liable to the payment of the liens + costs of suit will not in five years pay off and discharge the same, and that there will have to be a sale, and your Court recommends that the 21 Acres be sold first, the 51 Acres, Daugherty land, next, the 43 Acres, Tuerry land next, and the $7\frac{1}{2}$ Acres next, and if this does not raise a sum sufficient to pay the indebtedness then Mr. D. S. Litton under his deed of trust No 8, and the unsatisfied

Judgment Creditors of Mrs. M. A. Loyd will have
 a right to a sale of so much of the home place as
 may be necessary to pay their liens remaining unsatis-
 fied. The said A. L. Loyd has contracted the 21 Acres
 to E. H. Musick at the price of \$1150.00 said sale
 to be subject to your honors approval and Confirmation
 and the money to be paid according to your honors
 direction in the Causes, and your Court reports that
~~Mr. John Samuell, Counsel for A. J. Wilson & Co.~~
~~and Judge H. J. Morgan, have~~ agreed that the fund arising
 from this sale shall be applied equally to the two liens
 in ~~the~~ ^{his and A. J. Wilson's favor} against said piece of land, and your Com-
 missioner sees no objection to this, as they are prior
 liens on said land and will more than exhaust the
 said fund, and this will not prejudice the rights of other
 creditors. The said Contract of sale is herewith filed
 marked "Contract." Your Court thinks the said sale ^{was} at a fair price
 and he recommends its ~~Confirmation~~ ^{Confirmation}.
 As to the right of Wilson to be subrogated to the rights
 of the securities of Loyd under the deed of trust to
 Allen trustee, your Court is in doubt. A surety may
 by paying the debt of his principal, be subrogated to
 the rights of the creditor, but it seems to me that the
 creditor could hardly be subrogated to the rights of
 the surety, so as to have the benefit of the security taken
 by the surety from the principal, but would have to
 look to such security as he himself had taken. However
 I don't know that it will make any difference in
 this instance, whether the deed of trust to Allen
 trustee is enforced in favor of Wilson or in favor

of Loyd's Sureties after they shall have paid the debt.
and I have therefore treated it as though it was
a security direct to Wilson.

The estate of Thos J Larmer Jr, he having been surety
to Wilson for Loyd, is of course bound for this debt
if the same is not paid out of the effects of the Loyds,
but there has been no judgment as yet against his
administrator. Respectfully submitted.

Oct 12th 1895.

James W Orr. Counr.

A. J. Wilson Admr vs
vs { Court's 2nd Report
3
A. L. Loyd et als.
Filed Oct 18th 1895.
At B Munsey Clerk

2nd Report.

Court's fee \$20⁰⁰

W. J. Johnson admr. re. Peff }
 vs } In Lch
 A. L. Loyd et al } Defts.
 A. J. Wilson admr. re. Peff }
 vs } In Lch
 A. L. Loyd wife et al } Defts.

\$708.76

Received of D. C. Sewell the Court in said two causes
 out of the sale of the 21 acre tract of land as of Jan'y 20th
 1896. The sum of Seven hundred and Eight dollars
 and 76 cents to be placed as a credit on the debt
 due me as Guardian for Victoria Morgan from A. L.
 Loyd the payment of which was secured by a deed of
 trust on said 21 acre tract of land. Feb 26 1896

Henry J. Morgan Guard.

\$850.00

Received of D. C. Sewell the Court in said two causes
 of January 20 1896 the sum of Eight Hundred and
 fifty dollars as a payment on the judgment due me
 as Admr. of Virginia Wilson decd. from A. L. and Minnie
 A. Loyd this sum was paid me out of the proceeds of
 the sale of the 21 acre tract of land bought by E. F. Messick
 this the 1th of Feb 1896

A. J. Wilson Admr. of the
 Estate of Virginia Wilson decd.

\$490.24
711.83
\$1201.87

Received of D. B. Sewell the Comt. in said two causes as of January the 20 1896 in the purchase price of the Robinson Daugherty land of 57 acres and the east End of the Quarry tract of 23 or 25 acres the sum of Twelve hundred and one dollars and Eighty seven cents \$490.24 thereof in full of a debt due me in my own right, and \$711.83 thereof the balance in full of the debt due me as Guardian for Victoria Morgan from A. L. Lloyd both of which were secured by deeds of trust in said lands. Feb 26 1896

Henry J. Morgan for said Guardian.

\$414.89

Received of D. B. Sewell Comt. in said two causes as of Jan'y the 20 1896 the sum of Four hundred and fourteen dollars & 89 cts which is to be credited on a judgment as A. L. Lloyd vs. A. L. Lloyd in favor of H. J. Morgan ^{admiror} and assigned by him to me.

This money was paid by me into the purchase price of the Robinson Daugherty and Quarry land sold in said causes & held off by H. J. Morgan & is to be held in his name for the benefit of himself and the subscriber, and I have also paid into said purchase price the further sum of \$20.00 as part of costs and commissions which is not embraced in the above receipt and this is advanced in the same way as the \$414.89.

Feb 1896

A. L. Pridemore assignee of
H. J. Morgan adm'r.

1 W J Johnson admr. &c. Peff
 2 vs. } In Chy
 3 A L Lloyd & others Defts
 4 A J Wilson admr. &c. Peff
 5 vs. } In Chy
 6 A L Lloyd & others. Defts

7 To the Hon W J Miller Judge of the Circuit Court of
 8 County Virginia

9 The undersigned commissioner begs leave to report
 10 that pursuant to a decree of a court entered in the above
 11 styled causes on the 14th day of Nov. 1895 he proceeded at the
 12 front door of the Court House on Monday January the 20th 1895
 13 that being court day to offer for sale publicly to the
 14 highest bidder the several pieces of land directed to be sold
 15 by said decree and on the terms prescribed thereby after
 16 having ^{duly} advertised time terms and place of sale.

17 In the first place I offered for sale for cash in hand the
 18 tract of 21 acres adjoining the lands of the late John Jesse died
 19 and I did so by offering it at an upset price of \$1150.00 as required
 20 by said decree, when after some lively bidding thereon by several
 21 parties present one E. F. Misch offered therefor the sum
 22 of \$1650.00 and that being the highest and best bid offered for
 23 the same, the said Misch became the purchaser thereof at that
 24 price and on the day of sale he paid me in hand \$600 and
 25 shortly thereafter he paid the residue of the purchase price.
 26 And as the decree under which this sale was made provides that
 27 the proceeds of such sale shall be divided & apportioned between A J Wilson
 28 admr. & H J Morgan guardian &c. I thereupon retained out of the
 29 purchase price the sum of \$91.24 as part of the costs & commissions
 30 of sale, and I then paid to A J Wilson admr. of Virginia Wilson died
 31 the sum of \$850.00 and I then paid Henry J. Morgan guardian
 32 for Victoria Morgan the sum of \$708.76 which disposes of the estate

1 purchase price as is shown in the following Tabular Statement

2 To Gross Sale of the 21 acre tract this sum 16,500 00

3 By this sum retained for cost and commission 91 24

4 By this sum paid H. J. Wilson agent 850 00

5 By this sum paid H. J. Morgan guardian 708 76 16500 00

6 From this statement it is seen that I have not exactly divided
7 this money equally between said Wilson and said Morgan but
8 said Morgan being satisfied therewith Mr. Wilson has no cause to
9 complain

10 In the second place, I offered in the same way the Robinson
11 Daugherty tract of 51 acres and the east end of the Lantry tract of
12 23 or 25 for sale for cash in hand, said Morgan having so required
13 it to be sold for cash as provided for in the decree of Nov 14 1895
14 and therefore some lively bidding ^{was had} for said two pieces of land, when
15 Henry J. Morgan offered therefor the sum of \$1700 and that being
16 the highest and best price offered for the same the said Morgan
17 became the purchaser thereof at that price

18 Some after said sale was over I learned the fact that said
19 Morgan became the purchaser of said two pieces of land for the
20 benefit of himself and General A. L. Bidleman with the view
21 of collecting debts due them to this extent of the entire purchase
22 price, and they thereupon paid as cost and commission the
23 sum of \$83.24 and said Morgan in his own right and as Guardian
24 for Victoria Morgan gave me his receipt for \$1201.87 in full of the
25 balance of his two debts against A. L. Sayre and Col. A. L. Bidleman
26 gave me his receipt as assignee of ^{W. J. Johnson, agent} ~~the~~ for \$414.87 to go as a
27 credit on the judgment of said ^{Johnson} ~~land~~ against said Sayre ~~to~~ of which
28 he is the owner. I did not require the money for this purchase

29 to be paid to me, but I treated said receipts to me as money

30 The decree under which this sale was made, provides that the
31 balance of the two debts due Morgan are the first liens on said

32 land & shall be first paid and the Smith judgment is next in priority
But by the consent of said Sayre this payment is applied to the Johnson
judgment.

1 and hence I made the payments as before stated, and my account
2 of this matter is here set out in tabular form

3	Gross sale of Daugherty and Lantry tracts	1700 00
4	By cash to pay on costs & commissions	83 24
5	By Morgan's Receipt in his own right as agent	1201 87
6	By A. L. Bidlemore's Receipt as assignee of Johnson	414 89
		1700 00

7 In the third place, I offered the 7 1/2 acre tract for sale on 6, 12 & 18
8 months time with interest from date except cost & commission when
9 some lively and spirited bidding followed, when finally Sarah
10 Sayd offered for said 7 1/2 acres of land the sum of \$800.⁰⁰ and this
11 being the highest and best price offered she became the purchaser
12 thereof at that price. And she thereupon paid me \$40.62 as cost
13 and commission and she with A. L. Sayd & Minerva A. Sayd
14 her securities executed to me as bearer three notes aggregating
15 \$759.62 in equal sums bearing interest from date of sale, and
16 due and payable in 6, 12 & 18 months time respectively. I think
17 the security given in these notes are good.

18 These three sales I think are good ones and I have no hesitation
19 in saying I think they ought all to be confirmed.

20 Mr. E. F. Musick having paid the purchase price in full for
21 the 21 acre tract he is now entitled to a deed of conveyance
22 for the same, and said Morgan & Bidlemore having paid in
23 full for the two tracts purchased by said Morgan as stated above
24 said Morgan is also entitled to a deed of conveyance for
25 said two pieces of land so purchased by him, but said Morgan
26 is to give to said Bidlemore a statement in writing showing
27 the interest each one has in said two pieces of land.

28 Respectfully Submitted Feb 20 1896.

29 D. P. Sewell
30 S. P. Comm.

W. J. Johnson Adm'r
A. J. Wilson adm'r

or } Cont. Report of Salin

32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

A. L. Loyd & others

Filed Feb 20 1896.

A. J. Munsey Clerk

Confirmed by Decree of
March 5 1896

A. J. Wilson admr.
vs

A. L. Loyd et al
vs
W. J. Johnson admr.

In Chy—

A. L. Loyd et al

To the Hon. W. T. Miller, Judge
of the Circuit Court of Lee County, Va.

Your undersigned special commis-
sioner would respectfully report,

That pursuant to the terms of
a decree entered in the above sty-
led causes at the Nov. Term of your
Honors Court for 1895, after having
advertised the time, terms & place of
sale as required by said decree, he,
at the front door of the Court House
on Monday, the 20th day of Jan'y
1896, that being the first day of
the County Court for said county,
offered for sale at public auction
the tracts or parcels of land directed
by said decree to be so sold with
the following results: 1st, He of-

ferred for sale for cash in hand, the
tract known as the 21 acre tract ad-
joining the land of John Jesse died
by the boundary & the same after some
lively bidding was knocked down to
E. X. Musick at the price of \$1650⁰⁰
that being the highest bid. Said
Musick has paid said purchase
price, \$600⁰⁰ on that day & the re-
mainder shortly afterward on his
return home. Of said sum your
court retains for cost & costs. the
sum of \$91²⁴ made up of \$24⁰⁰
his costs & \$49²⁴ a proportional
amount of cost, leaving a balance
for paying on debts of \$1558⁷⁶. Out
of this latter sum he has paid
to H. J. Morgan \$708⁷⁶, to be applied
on his indebtedness against said Logg
& held the remaining \$850 to be applied
on the debt of H. J. Wilson adms. The
said decree directs that the purchase
price of this land be divided equally
on said Morgan & Wilson adms. debts,

but the above division is agreeable
to said parties & by so doing said
Wilson has arranged, if so adjusted
to take an assignment ^{from said Lloyd} of a note to be
secured by deed of Trust on J. J. Young
wife & thereby relieve the lands of said
Lloyd wife from the further encumbrance
of his debt, which will be very ben-
eficial to all parties & especially to
junior judgment creditors. I therefore
recommend this as proper & believe
it to the best interest of all parties.
2^{ndly}, He offered for sale for cash by
the townland the Robinson Darghesty
tract & the eastern portion of the
Quarry tract jointly & the same was
knocked down to H. J. Morgan at
the price of \$1700⁰⁰ that being the
highest bid. Out of this sum
said purchaser paid your court
the sum of \$83²⁴ made up of \$34⁰⁰
court & \$49²⁴ a fair proportion of the
cost, leaving \$1616⁷⁶ for the payment
of debts. Of this sum H. J. Morgan

the purchaser is entitled pursuant to said
deed the sum of \$ the balance
of his debts against said Loyd wife,
the residue as well as the last named
sum has not been paid to your
court. because of the fact that
said H. J. Morgan & A. L. Pridmore
assignee of the A. G. Robertson debt the
next day creditors have come agree-
ment by which said Pridmore was
to take said Morgan for said
debt provided he would make
the land bring a sufficient sum
to pay the bal. of said Morgan's debts
& said Robertson debts

3^d He then offered pursuant to the terms of said decree the 7 1/2 acre track by the boundary & again after some spirited bidding the same was knocked off to Miss Leona Loyd at a price of \$800⁰⁰ that being the highest bid. Said purchaser paid down \$400⁰⁰ made up of \$24⁶² a fair proportion of cash & \$16⁰⁰ cons. leaving for the payment of debts \$759³⁸ for which said purchaser, Leona Loyd, executed three bonds payable in 6, 12 & 18 months respectively bearing interest from date with R. L. Loyd & M. A. Loyd as surety, which your court believes good. ~~At~~
All said sales were good ones & arranged for the best interest of all concerned as your court believes & he would therefore recommend the confirmation of each.

F. J. Wilson admr

W. J. Johnson admr

vs.

A. L. Lloyd chdlt

Filed July 20th / 1896

A. B. Munsey clk

Report
of

sale

83 24
1201 87
414 89
1700 00

$$\begin{array}{r} 1700 \\ 2 \\ \hline 3400 \\ 83.24 \\ \hline 616.76 \\ 219.24 \\ \hline 83.24 \end{array}$$

$$\begin{array}{r} 1656 \\ \times 810 \\ \hline 13560 \\ 2 \\ \hline 27.00 \end{array}$$

$$\begin{array}{r} 15 \\ 42. \\ 49.24 \\ \hline 91.24 \end{array}$$

$$\begin{array}{r} 1650 \\ - 91.24 \\ \hline 1558.76 \\ + 8.50 \\ \hline 708.76 \end{array}$$

$$\begin{array}{r} 5 \overline{) 123.08} \\ \underline{2462} \\ 4 \end{array}$$

$$\begin{array}{r} 21.62 \\ 2 \\ \hline 49.24 \\ 49.24 \end{array}$$

802
16

$$\begin{array}{r} 3 \overline{) 784} \\ \underline{261} \end{array}$$

$$\begin{array}{r} 24.62 \\ 16 \\ \hline 40.62 \end{array}$$

800
4062

$$\begin{array}{r} 3 \overline{) 759.38} \\ \underline{253.12} \end{array}$$

1 W. J. Johnson agent vs. Peff
 2 vs. } In by
 3 A. L. Lynch others Deft
 4 A. J. Wilson agent vs. Peff
 5 vs. } In by
 6 A. L. Lynch others Deft

7 To the Hon. W. J. Miller Judge of the Circuit Court of the County of W.

8 The undersigned can't beg leave to report that as directed
 9 by your decree entered in these two causes on yesterday he
 10 has made signed and acknowledged for record two proper deeds
 11 of conveyance with covenants of special warranty which are herewith
 12 filed for your inspection and approval marked A & B respectively

13 By the first of which he has conveyed to E. F. Musick the tract
 14 tract referred to in the papers in said cause which is made
 15 up of two pieces of 10 1/2 acres each as is supposed, and by the
 16 second of said deeds he has conveyed to Henry J. Morgan the
 17 Robinson Daugherty tract supposed to contain 51 acres and the
 18 eastern end of the Quarry tract supposed to contain 23 or 25 acres

19 Respectfully submitted this March 6 1896.

20 D. P. Sewell Secy

W. J. Johnson adm'r
A. J. Wilson adm'r
vs. } Const. Report of 2 Deeds

A. L. Lough & others

Filed March Term 1896

This report and the deeds
were confirmed by Deeds of
March 6 1896

W. J. Johnson admr &c

vs

A. L. Loyd & others

A. J. Wilson admr.

vs

A. L. Loyd & others.

Your undersigned, counr. would respectfully report, That the purchase money notes for the $7\frac{1}{2}$ acre tract due from Miss Leona Loyd ~~at purchaser~~ and Minerva A Loyd and A. L. Loyd her ~~sureties~~ for the aggregate sum of $759\frac{62}{100}$ is unpaid; that said notes were dated on the ~~14th day of~~ 20th day of Jan 1875 & due in 6, 12 & 18 months (each being for \$253²⁰) & bearing interest from date.

Your counr. would further report that at the March term of your honors court for 1897 he obtained judgement on the first two notes then due & that executions thereon have been returned ~~no~~ property; and, that at the June term 1898 he obtained judgement on the third & last note for which likewise executions have been returned no property.

He would state he is now entitled to a rule to show cause for resale.

Respectfully, L. C. Small counr.

A. J. Wiloung adms other
as } Report of Purchase
unpaid
A. L. Loyd adms other

Filed Oct 24th 1898
A. B. Munsey Clerk

also resale.

A. J. Wilson & co vs A. L. Loyd & co also.

W. J. Johnson & co " Same

Your undersigned court would respectfully report: That W. E. Orr purchaser of the 7 1/2 acre tract on Jan'y 16-1899 has this day paid to him the amount of the Grinstead & co judgement which was the first lien on said land & the same with cost & interest amount to the sum of \$122.40. That the balance of said Orrs purchase was retained in his hands as of the day of sale on the Evans judgement which he & J. M. Orr own & amounted on said day of sale to the sum of \$326.13. The net purchase money due from Orr for the purchase of the 7 1/2 acre tract was \$436.90 which should be a credit on the judgement your Court held against Loyd & co on account of their ^{former} purchase of the 7 1/2 acre tract. After applying ~~the~~ the balance of Orrs purchase after paying the Grinstead & co debt there is a balance on the Evans judgement now due said Orrs the sum of \$41.61 as of Jan'y 16-1899. So said W. E. Orr having thus settled the purchase of the 7 1/2 acre tract is entitled to a deed for the same, but he having sold the same to M. F. Litton he requests that the deed therefor be made to said Litton in which his wife will join. The balance of the judgements your Court held against Loyd & co is unpaid. Respectfully, D. P. Sewell, Court.

Nov 1-1900

Statement

Greenstead & Co Judgt June 24-1898 77.10

Deb to Jan'y 16-1899- 25.71

Cost at Law 7.86

\$110.77

Deb to Nov 1st 1900 11.63

\$122.40

Evans Judgt Decr 11-1893 275.01

Deb to Jan'y 16-1899 84.10

Cost - 8.63

367.74

Greenstead & Co Judgt Jan'y 16-1899 110.77

478.51

Net purchase price by Orr. 436.90

Due Orr on Evans debt - \$41.61

H. J. Wilson to H. L. Lloyd
W. J. Johnson " same

Report of pay week
by Orr -

Filed Nov 1-1900 -
A. B. Mursey Clerk

W. J. Johnson, Admr. &c.

Plaintiff.

vs.

In Chancery

A. L. Loyd, et als,

Defendants.

A. J. Wilson, Admr. &c.

Plaintiff.

vs.

In Chancery.

The Same,

Defendants.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for
Lee County, Virginia:

The undersigned commissioner in these cause respectfully
reports, that pursuant to the decree entered therein at the last term
he proceeded on the 24th and 25th days of November, 1905, to discharge
the duties required of him in said decree, having given notice to
the parties interested as required by said decree.

Your commissioner finds from the evidence before him and the
admissions of the parties that all of the liens against the real estate
of the said defendants, A. L. Loyd and M. A. Loyd, his wife, heretofore
reported by him in these causes, and which are set forth in a list of liens
filed with his report, filed in the causes, October 18th, 1905, have been
paid and discharged except ~~the~~^u liens in said list No. 5 in favor of S. T.
Smith against said Loyd and wife, and the lien No. 8 in said list in favor
of D. S. Litton, the lien No. 5 in favor of S. T. Smith your commissioner
is informed was assigned by said Smith to A. L. Pridemore, and consequently
the balance due on said lien is now going to the estate of the said
Pridemore. In addition to these ~~to~~^u liens which remain unpaid in said
list, there is a deed of trust executed by the said Loyd and wife to
James W. Orr, Trustee on the 2nd, day of February, 1899 to secure the pay-
ment of \$500.00 to H. C. Joslyn, with interest from the date of said
deed of trust. The said Loyd and wife have paid the interest on this
deed of trust down to February 2nd, 1905. Leaving the principal sum of
said deed of trust and interest from said date unpaid. The said deed of
trust was given on the tract of land on which the said Loyd and wife
reside, and known as the home place, containing 103 acres more or less.

(2)

These three liens are all the liens that have been brought before your commissioner on the real estate of the said Loyd.

My former report in these cause will show what real estate the said Smith judgment is a lien upon, and what real estate the D. S. Litton deed of trust is a lien upon. By reference to said report, and the Joslyn deed of trust, in case of a sale, it can be ascertained upon what real estate each of these said three liens operate.

W. E. Wynn, late Treasurer of this County, presented to your commissioner a tax ticket for the year 1898, which seems to be assessed against D. C. Sewell, Commissioner in these causes, on funds at one time in his hands, and which Mr. Wynn states has never been paid. If Mr. Sewell has no funds in his hands at this time, out of which to pay this tax ticket, your commissioner sees no impropriety of said tax ticket being reported as a debt ^{it} against A. L. Loyd and M. A. Loyd which should be ~~presented~~ ^{provided for} and paid out of any funds which might come into the hands of the said Sewell from the sale of their real estate, but should no such funds come into his hands in that manner, then this is a debt that Mr. Loyd and his wife should pay to Mr. Wynn. And I therefore report it as a debt that should be paid in some way by them, or out of the proceeds of the sale of their real estate. Said tax ticket now amounts to \$12.54.

I have prepared a statement of said liens, which follows, showing the amounts of each, and the amount of said tax ticket. But as to the cost of these suits that have not been heretofore provided for, your commissioner is not advised. What ever accrued cost, ^{there is} however, ~~that~~ should be taxed by the clerk, ~~and~~ ^{and} that has not been heretofore provided for, should be treated as a lien upon the said real estate, and either paid by Mr. Loyd and wife or paid by the commissioner who may make any further sale of the real estate in these cause. *out of the fund arising from such sale.*

To amount of judgment in favor of S. T. Smith and now for the benefit of A. L. Pridemore's estate, balance of principle after applying a credit of \$326, as of Jan. 1st, 1891.....	\$430.76
Interest thereon to Jan. 1st, 1906.....	387.68
Total.....	\$ 818.44
Balance of Litton deed of trust, on the <u>4th</u> day of <u>Nov.</u> , 1895. <i>Said former Report.</i>	\$ <u>434.91</u>

on principal
 Interest thereon to Jan. 1st, 1906.....\$ 244.00
 Total.....\$ 628.97
 H. C. Joslyn deed of trust, principle sum
 unpaid Feb. 2nd, 1905.....\$500.00
 Interest thereon to Jan. 2nd, 1906..... 27.50
 Total.....\$527.50
 Amount of tax ticket above mentioned
 December 1905..... 12.54
 Total amount of indebtedness.....\$ 2037.33
 To amount of cost to be ascertained. *to be ascertained by clerk*....\$ _____

James W. Orr
 Commissioner.

A. J. Wilson Admr &c
vs. Cour Orr's Refert.
A. L. Laybet al.

Filed Nov 25th 1905.

J. H. Ewing,
Clerk.

Cour's fee \$7.50

Mr. J. C. Sewell

White Shoals District. No. 2

State Tax	2	25
State School Tax		75
County Levy	1	88
Road Tax	2	25
County School Tax		75
District School Tax		75
TOTAL	8	63
5 per cent penalty		

189

Mr. J. C. Sewell ^{A J Wilson & Son, A L} ^{Commissioner} White Shoals District. No. 2.

To W. E. WYNN, Treasurer Lee County, Virginia, Dr.

No. 189	No. 189	1895	State Tax 30	St'e sch'l tax	Co Levy 25	Road Tax 25	Co. sch'l tax	Dis Sch'l tax	TOTAL AMT.
			cts. on \$100	10 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts on \$100	OF TAXES.
Head Tax			\$1 00		50				\$1 50
Per. Prop.	750		225	75	188	225	75	75	863
No. Tracts									
Acres				OK					
Lots									863
TOTAL									43
5 per cent pen'ty									906

Received Payment

Treasurer.

9.06
3.48 Sub to Deer 1905.
12.54

Lax Licket,

Wise, Va. May 11 1906.

To Geo. P. Cridlin, Commissioner in the Chancery causes of A. J. Wilson and W. J. Johnson vs. A. L. and M. A. Loyd:

This is to certify that A. L. and M. A. Loyd owe me the sum of \$ 300.⁰⁰ on the deed of trust executed to me, and reported in said Chancery causes. The principal of said debt is \$ 300.⁰⁰ and the interest has all been paid to me down to and including the 20th day of May, 1905; and I hereby authorize you, if any larger sum is reported in my favor in said causes, on said Deed of Trust to credit the same so that it will show that my debt is \$ 300.⁰⁰, the sum first above named.

Given under my hand, this the day and year above written.

L. S. Lutton

Witnesses:

Eddie C. Felanary

The interest has been paid promptly every year, + is so credited on my trust,
May 11/06. L. S. Lutton

Exhibit With Report.
"D. S. L. No. 1"

Reported.
\$686.52.

W. J. Johnson Admr. - - - - - Plaintiff
vs. In Chancery
A. L. Loyd et al - - - - - Defendants

and

A. J. Wilson, admr. &c. - - - - - Plaintiff,
vs. In Chancery,

A. L. Loyd et al - - - - - Defendants,

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of
Lee County, Virginia:

Your undersigned who was by a decree entered by your Honor in
the above styled causes on the 12th day of December, 1905, appointed
a Special Commissioner for the purpose, and directed to make sale
of the lands of A.L. and M.A.Loyd, or either of them, or so much
thereof as is necessary to pay the costs of suit, Commissions of
sale and the recoveries adjudged in said decreed, begs leave to report
that after having executed bond as provided by said decree, and
having previously advertised said sale pursuant to the requirements
of said decree, your Commissioner proceeded on the 16th day of
April, 1906, to offer for sale, at public outcry, at the front door
of the Courthouse of Lee County, on the terms provided in said de-
cree, the 103 acre tract of land, owned by M.A.Loyd, fully described
in the deed of trust executed to J. W. Orr Trustee for the
benefit of H.C.Joslyn which is reported in these causes; at which
sale H.C.Joslyn was the only bidder, he offering the amount of
the debts, interests and costs and commissions of sale for said tract
of land, and the same was knocked off to him at that price.

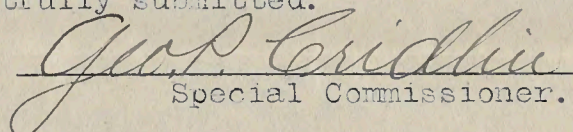
Your Commissioner begs further to report that as will be seen
from an inspection of your Honor's decree entered in the above
styled causes on Dec. 12, 1905, that ^{it is provided} A.L.Loyd and M.A.Loyd should
have such further credits on the Judgment rendered therein in favor
of Dixon S. Litton as they should present receipts for. Pursuant to
this provision in said decree, Mr. A.L.Loyd presented to your Com-
missioner a signed statement by Mr. Dixon S. Litton in which Mr. Lit-
ton made the statement that the said Loyds were only indebted to
him in the sum of \$500.00, with interest thereon from the 20th day
of May, 1905, and asks that the judgment in his favor in said causes

be so credited ^{as to show} that his debt is that sum. Said written statement is attached to this report as a part hereof, marked "D.S.L.No.1" The said Litton debt as reported by Commissioner Orr in this cause as of Jan. 1, 1906, amount to \$678.91, said sum corrected and credited in accordance with the statement from Mr. Litton should be as of May 20th, 1906. \$318.00. This made the total indebtedness, interest and cost together with Commissions of sale \$1767.34, and this is the purchase price to be paid by the said H.C.Joslyn.

Your Commissioner now further reports that after said sale, and before said Joslyn and completed his purchase by executing notes and paying the cash payment, the said M.A.Loyd, the owner of the land sold, procured the money and paid off all of the debts, together with interest thereon, which were adjudged against her and the said A.L.Loyd, by the said decree of the 12th day of December, 1906, and paid to your Commissioner the costs of suit as taxed by the Clerk and an amount sufficient to cover the Commissions of sale, and on this settlement it was agreed by all parties that the said Joslyn should withdraw his bid, and that there should be no sale of said land, but that the same should remain as if not sale had been made. Said debts were paid directly to the parties entitled thereto, by the agent of the said Mrs. M.A.Loyd, and only the costs of the suit are now in the hands of your Commissioner, which upon proper order your Commissioner is ready to disburse, and when said disbursement is made, there will remain nothing further to be done in these causes, but to strike the same from the docket.

This the 19th day of May, 1906.

Respectfully submitted.


Special Commissioner.

W. J. Johnson aduer.
vs. { In Chy.

A. L. Loyd et al
And

A. J. Wilson aduer
vs. { In Chy.

A. L. Loyd et al

Commissioners Report

Filed May 19, 1906.

H. C. F. Faring Clerk

Virginia

At a circuit Court continued and held for Lee County at the Court-house thereof on Saturday November the 17th 1894

A. J. Wilson admr

Plff

vs

A. L. Loyd & M. A. Loyd

Defl

In Debt

The defendants not appearing after being duly summoned: It is considered by the court that the judgment obtained in the Clerks office in favor of the plaintiff against the defendants for the sum of \$968⁰⁰ Nine hundred and sixty eight dollars, the amount of the note in the declaration mentioned waiving homestead exemptions, and legal interest thereon from the 27th day of December 1882 till paid and the costs be made final. Subject to the following credits \$58.08 Decr 27th 1883, \$300⁰⁰ paid Oct 30th 1890 \$50⁰⁰ May the 12th 1892, \$50⁰⁰ Feb'y 18th 1893, and \$20⁰⁰ paid May 8th 1893.

A Copy Teste

A. B. Munsey Clerk

A. J. Wilson admr
vs Copy Judgment
A. L. Loyd et al

A "

clerk 2s

This deed made, this 29th day Oct, 1887, between
Alexander L. Loyd and Minerva A. Loyd
his wife of the first part, and Peter H.
Allen trustee of the second part, all of the
County of Lee State of Virginia. Witnesseth
that whereas Thomas J. Larmer of Rocky
Station and Evan S. Larmer are the
sureties of said A. L. Loyd to Virginia
Wilson wife of A. J. Wilson for the sum
of about nine hundred dollars, and
whereas said Evan S. Larmer and
Francis Slagle are the securities of said
A. L. Loyd in his official bond as Guar-
dian for Polly Burr wife of Thomas
Burr and lately Polly McElroy and the
said Loyd and wife being anxious and
willing to indemnify and save said sure-
ties harmless and to protect them ~~from~~
against any loss they may possibly sus-
tain on account of their being such
sureties, To attain this end and in con-
sideration of one dollar in hand paid
the receipt of which is hereby acknowl-
edged the said A. L. Loyd and Minerva
A. Loyd do by these presents give grant
bargain sell deliver and convey unto
said Peter H. Allen all their undivid-
ed right title and interest in and to
all that certain tract or parcel of land
lying and being in said County of Lee
and in Rocky Station and the same
being the land owned by Alfred C. Loyd

1 at the time of his death and the un-
2 divided interest hereby intended to be
3 conveyed consists of Eight tenths thereof
4 and the said Layd and wife do further
5 give grant, bargain sell deliver and
6 convey to said ~~Allen~~ give grant, bar-
7 gain sell deliver and convey to said said
8 Allen a certain other tract or parcel
9 of land lying and being in said
10 County of Lee containing 21 acres more
11 or less adjoining the lands of John
12 Jesse D. S. Little and P. J. Larmer. To have
13 and to hold the said two tracts or parcels
14 of land with all the appurtenances unto
15 the said Peter. H. Allen and his heirs
16 forever, And the said Layd and wife
17 covenant that they will warrant generally
18 the title to the lands hereby conveyed.
19 In trust nevertheless this conveyance is
20 to be void if said A. L. Layd shall ~~do~~
21 said sureties harmless, But if he should
22 fail to do so, and said sureties, or any one
23 of them, shall have to pay anything for
24 said Layd on account of such surety-
25 ship then and in that event full power
26 and authority is hereby given and granted
27 said Allen to proceed to sell so much of
28 the land hereby conveyed as may be
29 necessary to reimburse said sureties and
30 each and every one of them for any and
31 all sums they may be called on to pay
32 on account of such surety and in

1 the court of such sale becoming necessa-
2 ry said Allen shall first sell the offered
3 E. Loyd land and any sale made under
4 this deed may be for cash in hand, at
5 public auction to the highest bidder
6 at the front door of the Court House in ^{off Lee County}
7 some Court day, after the same shall have
8 been advertised 30 days prior thereto showing
9 time terms and place of sale and each
10 of the proceeds of said sale Allen may
11 retain the commission allowed him
12 by law, he will then pay the costs
13 of drawing and recording this deed & he
14 will then pay said sureties and each
15 of them all such sums as may be
16 necessary to reimburse them and each
17 of them for money paid out as such
18 sureties Witness the following signatures
19 & seals

A. L. Loyd

Seal

M. A. Loyd

Seal

22 Virginia Lee County to wit

23 J. Henry J. Morgan a Commissioner
24 of the Circuit Court of said County, the
25 same being a Court of record, do certify
26 that Alexander, L. Loyd and Minerva
27 A. Loyd his wife, whose names are signed
28 to the foregoing writing bearing date Oct
29 29th 1887, each personally appeared before
30 me in the County aforesaid and ac-
31 knowledged the said writing to be their
32 joint act and deed, and Minerva A

1 wife of said A. L. Loyd being examined
2 by me privily and apart from her said
3 husband, and having the writing of for said
4 fully explained to her declared that
5 she had willingly signed and executed
6 the same and does not wish to retract
7 it. Given under my hand this 11th day
8 of Nov. 1887.

9 Henry J. Morgan, Comr.
10 Virginia Lee County Court's Clerk's Office
11 the 12th day Nov. 1887.

12 The foregoing deed of trust
13 bearing date Oct 29th 1887 between A. L.
14 Loyd and Minerva A. Loyd his wife
15 of the first part and P. H. Allen of the
16 second part was this day admitted
17 to record upon the foregoing certificate

18 Estate: John R. Gibson
19 Clerk

20 A. L. Loyd Teste: J. V. F. Richmond Clerk

P. H. Allen Teste

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W. J. Johnson admt. & Co. Deft.
vs. A. L. Loyd & wife et al Deft.

In the above styled cause ^{other other cases being there} there has been contracted by the said Deft. to E. F. Maick, a Tract of land containing about 21 acres, adjoining the lands formerly owned by John Jesse and also ~~adjoining~~ the lands of M. F. Little, at the price of eleven hundred & fifty (\$1150.00) dollars cash in hand.

Now I the undersigned, D. S. Little agree and bind myself that in the event the sale to the said Maick is not confirmed and said Tract of land is exposed to sale, free from dower and other incumbrances to pay for the same, the sum of \$1175.00 cash in hand.

Witness my hand and seal this 13th day of November 1895 D. S. Little Seal

Shaworth

D. S. Lutton

Warrant Bid

"A.B."

\$429. 14

One day after date I bind myself heirs & to Tracy
Henry J Morgan Four Hundred and twenty nine dollars
and 14 cents for value received, and I hereby waive
the benefit of my homestead exemption as to this debt.

Witness my hand and seal June 25 1887.

(Signed) A. L. Lloyd (seal)

A. L. Lloyd

To } Copy of note

H. J. Morgan

(A.B.)

For Mar 7th 1895 - \$422.45
Int " " " 43.36
\$465.81

This note is subject to the following credits as reported to me by Judge Morgan on Feb 14th 1895. To wit: -

1892. Aug 30th
1894. Nov 30th

\$140.00 cash
20.00 in corn.

429. 14

263. 29

This deed made this 25th day of June 1887. Between
Alexander L. Loyd and Minerva A. Loyd his wife, of the
first part, and John M. Morgan trustee of the second
part, all of the county of Lee State of Virginia:

Witnesseth that the said Alexander L. Loyd being
justly indebted to Henry J. Morgan in the sum of
four hundred and twenty nine dollars and 14 cents as
shown by a note or bond for that sum dated this day and
due and payable, one day after date, ^{the said Loyd} And being likewise
indebted to W. S. Ely in the sum of two hundred and sixty
three - dollars and 29 cents as shown by a bond or
note this day executed and due and payable one day
after date. And the said A. L. Loyd and Minerva A. Loyd
his wife being anxious to secure the payment of said two
debts with such interest as may accrue thereon. And to
attain that object, as well as for the consideration of one
dollar to them in hand paid, the receipt of which
is hereby acknowledged, the said Alexander L. Loyd and
Minerva A. Loyd his wife do by these presents give
grant bargain sell deliver and convey unto the said
John M. Morgan all the undivided interest in the
lands of the late Robinson Daugherty dead, which they
have acquired by purchase from his children and heirs
at law, lying and being in said county of Lee and in
Station Creek. And the undivided interest hereby conveyed

being about one third of the said Robinson Daugherty land

To have and to hold the same with all its appurtenances unto the said John M. Morgan and his heirs forever and the said Sayd Wife Covenant that they have good right and title thereto, that the same is not encumbered and will warrant generally the title to said land and interest hereby conveyed. This conveyance is in trust & if said Sayd Wife shall pay or cause to be paid to said H. J. Morgan and Wm. S. Ely said two debts, and the cost of Drawing and recording this deed, on or before the first day of January 1888. then the same is to be void. But if default shall be made in the payment of said two debts interest and costs or any part thereof, ~~then~~ ^{at any} ~~time~~ ^{time} ~~after~~ ^{after} said time aforesaid, then this conveyance is to become absolute. And full power and Authority is hereby given and granted said John M. Morgan whenever he shall be requested so to do, to proceed to sell said land or so much thereof as may be necessary for cash in hand at public Auction to the highest bidder at the Court House of Lee County on some court day after having advertised the same for 30 days prior ~~there~~ ^{to} showing time terms and place of sale, and out of the proceeds of such sale he will retain the commission allowed him by law & he will then pay whatever may be then due on said debts and the costs of this deed,

Witness the following signatures & seals

A. L. Loyd (Seal)

M. A. Loyd (Seal)

Virginia Lee County Court:

I John A. G. Hyatt Deputy for John R. Gibson
the County Court of Lee County in the State of Virginia do
certify that Alexander L. Loyd and Minerva A. Loyd
his wife whose names are signed to the foregoing
writing each personally appeared before me in the County
aforesaid and acknowledged the said writing to be their
joint act and deed. And Minerva A. Loyd wife of the
said Alexander L. Loyd being examined by me privately
and apart from her said husband and having the
writing aforesaid fully explained to her, declared that
she had willingly signed and executed the same and
does not wish to retract it. ~~And therefore the said~~
~~writing is admitted to record.~~ Given under my
hand this June 28th 1887. J. A. G. Hyatt Deputy for

John R. Gibson Clerk Lee Co. Court

Virginia Lee County Court Clerk's office the
7th day July 1887. The foregoing deed bearing
date the 25th day of June 1887 between Alexander
L. Loyd, & wife of the first part, and
John M. Morgan trustee of the second
part, all of Lee County Virginia was

this day filed in this office and admitted
to record upon the certificate of J. A.
G. Hyatt, Deputy Clerk.
Teste John R. Gibson Clerk

John M. Morgan for
Henry J. Morgan and

From } Deed Trust

A. L. Lloyd trustee

Recorded in Deed
Book No 22, Page 32

John R. Gibson Clerk
No 4

(AL)

£. 1.00
6. 1.25
3.25

July 7th 1887

\$830.00

One day after date I bind myself heirs & to say Henry J.
Morgan Guardian for Victoria Morgan Eight Hundred
& thirty dollars for value received and I hereby waive
the benefit of my immediate exemption as to this debt
and if the accruing interest on this debt is not paid at
the end of one year from this date, then the interest
is to be added to the principal and the two thence forward
are to bear interest, and so on from year to year so long as
this debt may remain unpaid, witness my hand & seal
Nov. 11 1887. (Signed) A. L. Lloyd (Seal)

A. L. Seydel

To $\frac{2}{3}$ Copy of note #830-

H. J. Morgan Guard.

(AD)

\$1322.86 Jan 12/94.
965.81
1788.67

This deed made this 11th day of Nov. 1887. Between
Alexander I. Loyd and Minerva A. Loyd his wife of the
first part. and John M. Morgan Trustee as herein after
stated of the second part. all of the county of Lee State of Va.



Witnesseth that whereas said Alexander I. Loyd being now
justly indebted to Henry J. Morgan as guardian for Victoria
Morgan an infant child of W. J. Morgan dead in the
sum of \$830.00 as shown by said Loyds bond for that sum
this day executed, due and payable one day after
date. and by which it is provided that if the accruing
^{interest} on said note or bond is not paid at the end of each current
year, then that the interest is to be added to the principal
and the two is to constitute an interest bearing fund for
the next year and so on from year to year so long as said
note or bond may remain unpaid. And whereas said
Loyd may hereafter become indebted to said H. J. Morgan
as such guardian or in his own right or otherwise for
other and further sums of money; And said Loyd & wife
being anxious and willing to secure to said Henry J. Morgan
the payment of said sum of \$830.00 due him as guardian of said
and all such other debts as may hereafter become due him
as guardian or in his own right or otherwise from said Loyd.
Now to attain these ends and objects, and in consideration of
one dollar in hand paid by said John M. Morgan the receipt
of which is hereby acknowledged, the said Alexander I. Loyd and
Minerva A. Loyd his wife do by these presents give, grant, bargain
sell deliver release and convey unto said John M. Morgan four
certain tracts lots or parcels of land lying and being in said
county of Lee, in the Hickory Flats, in Rocky Station & on the

North side of Wallens ridge. The first of which was conveyed to the said Minerva A. Loyd by D. B. Lamer wife by deed dated March the 15th 1872 and is bounded as follows to wit. Beginning on a dogwood in a line between Barnes and Lamer land and a corner to J. Lamer land. thence S 81. W 28 poles to a stake and stone. thence N 11 W. 67 poles to a large Black Oak in a line of John J. Lamer and Lamer land. thence N 66. E 20 poles to a stake on said line. thence S 17. 48 " E 72 poles to the beginning containing 10 or 11 acres. The second of said lots or parcels of said land was conveyed to said Minerva A. Loyd by Ernest B. Lamer wife by deed dated March the 15th 1872 and is bounded as follows to wit. Beginning at a stake and stone corner to the above mentioned land. thence S 81 W 29 poles to a poplar, corner to Barnes & Lamer land. thence N. 5 W. 60 poles to a oak, corner to John J. Lamer & Lamer lands. thence N. 66 E 32 poles to a large Black Oak corner to the above mentioned lot & thence S 11 E 67 poles to the Beginning containing 10 or 11 acres. The third parcel of said land contains 5 1/2 acres was purchased by said Loyd wife or one of them from the heirs of Robinson Daugherty dead and has recently been laid off and assigned to them or one of them by commissioners appointed for the purpose of dividing the land of said Robinson Daugherty among those entitled thereto and the same is bounded as follows to wit. Beginning at a stake on the side of the main road on a line of Lafayette Loyd. thence S. 7 1/2 W. 54 poles up 10 links to a large Birch. S 54 W 26 poles to a bunch of white Walnuts (now gone) S 12 E 48 poles to a Sugar tree (now gone). S 22 E 41 poles to a stake. N 82 E 43 poles to a stake. S 11 1/2 E 62 poles to the top of Wallens Ridge. N 81 E 9 1/2 poles to two Hickories. N 10 W 87 poles to a Chestnut Oak on a spur. N 16 W 38 poles to a Rock. N 58 E 20 poles

Stake near the small Spring N 22 E 3 poles to a stake. N 2 p E
20 poles to a stake. N 11 p E 10 poles to a rock. N 39 W 18 poles to a
stake N 35 p E 22 poles to a stake, S 80 W 32 poles to a stake within
one pole of Lafayette Sayds line, thence N 7 p E 38 poles to a stake on
the south side of said road. & thence S 80 W 1 pole to the Beginning.
The fourth and last parcel of land hereby conveyed is a part of
the land known as the Quarry land and lies south of the tract
last described and contains by estimation 25 or 30 acres and
adjoins the last described lot on the north and east sides thereof
and is bounded as follows to wit Beginning on a stake the
fourth corner from the beginning of the above described lot and
with the fifth line thereof N 82 E 43 poles to a stake, thence S 11 p E
with the 6 line of said tract, 62 poles to the top of wallens ridge
thence westerwardly along the top of said ridge about 45 or 50 poles
to a point opposite the beginning corner & from thence to the
Beginning. To have and to hold said four tracts or parcels
of land with all the appurtenances unto the said John M.
Morgan and his heirs forever And the said Sayd Wife
hereby covenant that they have good right and title to said
land that the same is not encumbered and that they
will warrant generally the title thereto. In Teste
Notwithstanding this conveyance is to be void if the said A. L.
Sayd shall on or before the first day of January 1891 pay
or cause to be paid to said Henry J. Morgan guardian & said
debt now due him, and any other which may hereafter become
due him as before provided for, But if default be made in
the payment of any of the claims herein provided for on said
first day of January 1891 together with the expense of drawing
and recording this deed then full power and authority

is hereby given and granted to said John H. Morgan
to proceed to sell said land for cash in hand at the front door
of the court house of Lee County on same court day at public
Auction to the highest bidder after he shall have advertised
the time terms and place of sale for 20 days prior thereto
and out of the proceeds arising from such sale he will
first retain the commission allowed him by law, he will
then pay the costs attending the execution & recording this
deed & he will then pay said H. J. Morgan whatever
may be due him on the claims herein before referred to
and any balance he will pay said A. L. Loyd.

Witness the following signatures & seals.

A. L. Loyd, 
M. A. Loyd, 

Virginia Lee County Trust

I J. A. G. Hyatt, a Commissioner in Chancery for
Lee County Court, ^{of Lee County} the same being a court of records, do certify
that Alexander L. Loyd and Minerva A. Loyd his wife
whose names are signed to the foregoing writing bearing
date Nov. 11th 1887 each personally appeared before me
in the said county. and acknowledged the said writing
to be their joint act and deed And Minerva A. Loyd wife
of the said A. L. Loyd being examined by me privately and apart
from her said husband and having the writing aforesaid
fully explained to her declared that she had willingly signed
and executed the same and does not wish to retract it
Given under my hand this 11th day of Novr. 1887.

J. A. G. Hyatt Comr, in
Chancery for Lee County Court

Virginia Lee County court clerk's office the 25th day
of the foregoing deed of trust bearing date Nov 11th
of Nov 1887. between A. L. Loyd and Minerva A.
his wife of the first part, and John M. Morgan
Trustee of the second part was this day filed
in this office and admitted to record upon
the foregoing certificate.

Teste John R. Gibson Clerk

John M. for H. Morgan ²⁶²

From } Deed of Trust.

A.S. Lloyd wife

Recorded in Deed

Book No 22 P. 563.

J. R. Gibson clk

Examined

(A.E.)

J. 1.50
b. 1.25
\$2.75-

Nov 12th 1887

This deed made this 11th day of Nov. 1887. between Alexander L. Loyd and Minerva A. Loyd his wife of the first part and John M. Morgan Trustee as hereinafter stated of the second part, all of the county of Lee State of Va. Witnesseth that whereas said Alexander L. Loyd being justly indebted indebted to Henry J. Morgan as guardian for Victoria Morgan an infant child of Wm. J. Morgan decd, in the sum of \$830.00 as shown by said Loyd's bond for that sum this day executed, due and payable one day after date and by which it is provided that if the accruing interest on said note or bonds is not paid at the ends of each current year, then that the interest is to be added to the principal and said two is to constitute an interest bearing fund for the next year and so on from year to year so long as said note or bonds may remain unpaid, and whereas said Loyd may hereafter become indebted to said H. J. Morgan as such guardian or in his own right or otherwise for other and further sums of money; and said Loyd & wife being anxious and willing to secure to said Henry J. Morgan the payment of said sum of \$830.00 due him as guardian aforesaid and all such other debts as may hereafter become due him as guardian.

or in his own right or otherwise from said
Loyds, now to attain these ends and objects and
in consideration of one dollar in hands paid
by said John M. Morgan the receipt of which is
hereby acknowledged, the said Alexander L. Lloyd
and Minerva A. Lloyd his wife do by these pres-
ents give, grant, bargain, sell deliver release
and convey unto said John M. Morgan four cer-
tain tracts lots or parcels of lands lying and
being in said County of Lee, in the Hickory flats
in the Rocky Station & on the north side of
Wallens Ridge, The first of which was conveyed
to the said Minerva A. Lloyd by D. V. Larner & wife
by deed dated March 15th 1872. and is bounded
as follows to wit: Beginning on a dogwood in a
line between Barnes and Larner lands and a
corner to T. J. Larner's lands, thence S 81° W 28 poles
to a stake and stone thence N 11° W 67 poles to a large
black oak in a line of John Jesse's and Larner's
land, thence N 66° E 20 poles to a stake on said
line & thence S 17° 48" E 72 poles to the beginning
containing 10 or 11 acres, The second of said lots
or parcels of said lands was conveyed to said Mi-
nerva A. Lloyd by Emel B. Larner & wife by deed
dated March 15 1872 and is bounded as follows
to wit: Beginning at a stake and stone corner
to the above mentioned lands thence S 81° W 27 poles

to a poplar corner to Barnes & Larner's land
N 5° W 60 poles to a oak corner to John Jesse's and
Larner's land thence N 66° E 32 poles to a large
black oak corner to the above mentioned lot &
thence S 11° E 67 poles to the beginning containing
10 or 11 acres, The third parcel of said land
contains 5 1/2 acres & was purchased by said
Lloyd & wife or one of them from the heirs of
Robinson Daugherty dead, and has recently
been laid off and assigned to them or
one of them by Commissioners appointed for
the purpose of dividing the lands of said
Robinson Daugherty among those entitled
thereto and the same is bounded as
follows to wit: Beginning at a stake on
the side of the main road on a line of
Lafayette Lloyd thence S 7 1/2° W 54 poles less 10
links to a large beech S 54° W 26 poles to a bunch
of white walnuts (now gone) S 12° E 48 poles to
a sugar tree (now gone) S 22° E 41 poles to a
stake N 82° E 43 poles to a stake S 11 1/2° E 62 poles
to the top of Wallens ridge N 81° E 9 1/2 poles to
two Hickories N 10° W 57 poles to a chestnut oak
on a spur N 16° W 38 poles to a rock. N 58° E 20 poles
stake near the small spring, N 22° E 3 poles to a
stake N 2 1/2° E 20 poles to a stake N 11 1/2° W 10 poles
to a rock N 39° W 28 poles to a stake N 35 1/2° W 22 poles

to a stake S 80 W 32 poles to a stake within one pole
of Lafayette Loyds line, thence at 7½ E 38 poles
to a stake on the South side of said road
& thence S 80 W. 1 pole to the beginning. The
fourth and last parcel of land hereby conveyed
is a part of the land known as the Quarry land
and lies south of the tract last described and
and contains by estimation 25 or 30 acres and adjoins
the last described lot on the North and east sides
thereof and is bounded as follows to wit: Begin-
ning on a stake the fourth corner from the begin-
ning of the above described lot and with the
fifth line thereof at 82 E 48 poles to a stake, thence
S 11½ E with the 6 line of said tract 62 poles to the
top of Wallens Ridge, thence Westwardly along the
top of said ridge about 45 or 50 poles to a point
opposite the beginning corner & from thence to
the Beginning, To have and to hold said
four tracts or parcels of land with all
the appurtenances unto the said John M. Morgan
and his heirs forever and the said Loyds and
wife hereby covenant that they have good right
and title to said land & that the same is
not encumbered and that they will warrant
generally the title thereto, In trust nevertheless
this conveyance is to be void if the said
A. L. Loyd shall on or before the first day

of January 1891 pay or cause to be paid to
said Henry J. Morgan guardian^r said debt
now due him and any other which may here-
after become due him as before provided for.
But if default be made in the payment of any
of the claims herein provide for on said first day
of January 1891. together with the expense of drawing
and recording this deed then full power and
authority is hereby given and granted to said
John M. Morgan to proceed to sell said lands for
cash in hand at the front door of the court-
house of Lee County on some court day at pub-
lic Auction to the highest bidder after he
shall have advertised the time terms and
place of sale for 20 days prior thereto and out
of the proceeds arising from such sale, he will
first retain the commission allowed him by law,
he will then pay the costs attending the execution
& recording this deed & he will then pay said
H. J. Morgan whatever may be due him on
the claims hereinbefore referred to and any
balance he will pay said A. L. Loyd.
Witness the following signatures & seals.

A. L. Loyd seal

M. A. Loyd seal

Virginia Lee County to wit:

J. A. G. Hyatt a commissioner in chancery

for the County Court of Lee County the same being a Court of records do certify that Alexander G. Lloyd and Manerva A. Lloyd his wife whose names are signed to the foregoing writing bearing date Nov 11th 1887. each personally appeared before me in the said County, and acknowledged the said writing to be their joint act and deed and Manerva A. Lloyd wife of the said A. G. Lloyd being examined by me privily and apart from her said husband and having the writing aforesaid fully explained to her declared that she had willingly signed and executed the same and does not wish to retract it. Given under my hand this 11th day of Nov 1887

J. A. S. Hyatt Comr. in
Chancery for Lee County Court,

Virginia Lee County Court Clerk's office the 12th day of Nov. 1887. The foregoing deed of Trust bearing date Nov 11th 1887, between A. G. Lloyd & Manerva A. his wife of the first part, and John M. Morgan Trustee of the second part, was this day filed in this office, and admitted to record upon the foregoing certificate.

Attest of the Record.

Attest John R. Gibson Clerk

J. M. Morgan Trust
From Copy of D. T.

A. G. Lloyd & wife

Deed Book 22 Page
563-4-5+6.

Sept 1880

A. L. Loyd has this day sold
to E. F. Musick about 21 or
22 acres of land lying adjoining
the lands of the old John Jesse
land for the price of eleven
hundred & fifty dollars. This
sale is made subject to
the approval of the Court
in a certain chancery suit
now pending therein &
the proceeds of the sale are
to be paid out according
to the directions of the Court
& the money to be ~~paid~~ ^{paid} or
~~as soon as satisfactory~~
when a good title can be
made to the said land
or satisfactory arrangements
~~can be~~ made between said
Musick & the persons to whom
the Court directs the money
to be paid. The said land
is sold by the boundary
~~not by the acre~~, the said
Musick agreeing to pay the
above price, when good title
is made him therefor. This
Sept 17 / 1895.

Witness

J. M. Morgan

A. L. Loyd
E. F. Musick

A. L. Lloyd & E. F. Muspicks

Contract

Contract

Book

- * 16. ✓ A. L. Loyd from Josiah Daugherty 394 + 3 -
- " ✓ M. A. heirs " D. V. Farmer & wife ^{E. B. & wife} 446 - 7
- " ✓ A. L. " ~~Wm. P. Jones & wife~~ ^{E. B. & wife} ~~531 - 10~~ ^{556 A.}
- 17 ✓ ~~A. L. & wife~~ ~~to A. L. P. Hunter~~ 140
- 18 ✓ page 378-9 - A. L. & wife to R. E. Litton, Trustee
for benefit of D. S. Litton, P. H. Allen, & A. J. Lit-
ton. \$1000 - Bristol Bank. 19 A. & 22 A. + 60 A.
- 19 ✓ P. 172. M. A. from W. R. McWard & wife
- " ✓ 247 same ther " Rob. Daugherty & wife
13 A + 156 A
- 21 " 219 A. L. from Josiah Daugherty, & wife
- " " 337 A. L. & wife to M. F. Litton Trustee. for bene-
fit of D. S. Litton. same tract in 16 - 446-7.
See if this is the John Jesse one, M. says if it is is paid. It is Jesse
- " " 395 A. L. & wife to M. F. Litton convey 16 - 394-5
- 22 " 18 M. A. from A. T. Farmer & wife
- " " 19 same " John Jesse & wife
- " " 21 " " Wm. J. Loyd " "
- " " 22 " " S. H. Farmer & wife
- " " 23 " " P. H. Farmer " "
- " " 24 " " Evan S. Lloyd
- " " 348 " " Reuben S. Daugherty & wife
- " " 350 " " David Daugherty et al
- " " 351 " " same " "

22 - 40 A.H. wife to H. J. Morgan, trustee for benefit
of P.H. Allen & A. J. Littou. See Dec 20 of this
book 3825 - Morgan \$800 suffrag. in Miller's debt P.H.

22 - 352 A.H. wife to J.M. Morgan, trustee, for A. J. M.
W. S. Ely. +

22 563 A.H. wife to J.M. Morgan, trustee for A. J. Morgan
Ed for V. Morgan. +

22 581 A.H. wife to P.H. Allen, trustee, for benefit of Thos. J.
Parmer, Evan S. Parmer, Virginia Willson,
Francis Slagle. (See what this is) Wilson debt
A.H. wife 310 + 311 - A. J. Morgan's land.

23 133 M.A. How Robert Quarry wife

~~24 289 A.H. wife to E. B. Parmer, for benefit of P.H.
Parmer, Geo. W. Hickam, A. J. Littou, W. J.
Sargusan — Personal property.~~

30 31 A.H. wife, et al to J. H. Gray & A. B. Loyd and
Feb 19 - 1894.

30 - 407 M.A. Loyd to M. F. Littou, trustee for D. S. Littou.
(See about this) June 25/94 \$400 - 4ms.

W. G. Johnson & Co
 Memo of Lands
 A. L. Lloyd et al.

3 3.52
 59.7
 106.8
 6.0

3 2.23

\$

7 1/2 A.

19.70
 3.45
 139.5

0 1.8

\$

Virginia Lee County to wit
J. J. Smith plaintiff complains of
A. L. Loyd and W. A. Loyd defend-
ants who have been summoned
of a plea, that they render unto
the defendant the sum of six
hundred dollars which to the
plaintiff they owe and from
him request they detain, for this
that heretofore to wit on the 21st
day of Dec. 1886, the defendants
made their certain writing obligatory
sealed with their seals and signed
with their signatures the date
whereof is the day and year
aforesaid. By which said
writing obligatory the defendants
bound themselves to pay to the plaintiff
one day after the date thereof
the said sum of six hundred
dollars, for value received and
as to the payment of said debt
waived the benefit of their the
defendants Homestead exemption
Nevertheless the defendants
have not nor has either of
them although often requested
so to do paid said sum of
money or any part thereof

to the plff; but the same or
any part thereof to pay to the
plff, the defendants have and
each of them hath hitherto wholly
failed and refused and still
doth fail and refused to the
damage of the plff \$600. Hence
Suit &c.

Wood & Rice

p. 4.

July 1.10
Q 7.01
S 1.00 13
A 2.50
C 6 25
\$10.86

^{W. & P.}
S. J. Smith

v. Declr Debt

A. L. Lloyd et al

1890, 2^d Febry Rules Decd
Filed, Sum executed
& common order

" 1st Mr. Rules Contd

" 3 Mr. Rules C. order

" March Term writ
granted & new
writ awarded.

" Apr. May, June, July
Aug. Sept & Oct. Contd

" 1st Nov. alias Sum Exec &
Common order

" 2^d Nov. Rules C. Order Contd

\$600.⁰⁰

One day after date
we promise to pay to
S. J. Smith, or ^{order} Six hundred
Dollars, Value received,
and we hereby waive as
to this note, the benefit of
the Homestead Law of 7th
witness our hands & seals -
this 21st Decr 1886 -

A. S. Sayd (seal)
M. A. Sayd (seal)

A. L. Loyd
+ wife
Note.
S. J. Smith,

Judge Orr

On the 30th day of Aug, 1892 Lloyd paid me
on the \$429.14 note the sum of \$140.00 and on the
30th of Nov. 1894 he paid me the further sum on
the same note \$20.00 in com. and this is all
that has ever been paid in either.

H. J. Morgan

Judge H. J. Morgan.

Judge N. J. Morgan.

Dr Sir.

If there have been any
payments made to you on your claims
against A. L. Loyd, since the suit was
brought by Col Pridemore for W. J. Johnson
~~Johnson~~ & c against Loyd. Please make
a calculation and show the balance
that will be due March 4th 1895.
I am to take an account of the liens on
tomorrow.

Feb 13th 1895.

James W Orr.

Grinstead & Co Judgt, Int from June 24/93 \$ 77.10
 Interest to May 24th 1900. 31.99
 Costs at Law - 7.96
 Int May 24th 1900 - - \$ 117.05

Int Orr ^{vet} purchase, Aug 16th 1899. \$ 436.90
 Int thereon to May 24th 1900. 35.55
 Int May 24th 1900. \$ 472.43
 Deduct Grinstead Judgt. 117.05
 \$ 355.38

Orrans Judgt, Dec 11/93. \$ 275.01
 Int to May 24th 1900. 106.46
 Costs of Judgt. 8.63
 \$ 390.10

Deduct bal purchase 355.38
 Bal due Orr's assignees \$ 34.72 May 24/900.
 Int on this bal to Aug 24/900. .51
 \$ 35.23

Wilson Shurtless

vs

A. L. Lloyd et al.
Calculation

May 24th 1900.

1	Balance of W. E. Orr's purchase July 16 th 1900	\$436.90
2	Amount of Grinstead & Co's Judgt " " "	\$110.77
3	Amount bal of purchase retained by W. E. Orr	
4	On the Evans Judgt as of said date.	326.13
5	Amount of Evans Judgt July 16 th 1899	\$367.74
6		\$436.90
7	Balance due on Evans Judgt July 16 th 99.	\$41.61
8	Paid to Oct 16 th 1900.	4.38
9		<hr/> \$45.98

Last Calculation
 A. L. Lloyd

18

82

JAMES W. ORR.

GEORGE W. BLANKENSHIP.

Orr & Blankenship,

Attorneys and Counselors at Law.

—COLLECTIONS A SPECIALTY.—

COURTS—Lee, Scott and Wise Counties, Va;
Court of Appeals, Wytheville, Virginia;
U. S. Court, Abingdon, Virginia.

REFERENCES:

POWELL'S VALLEY BANK,
PENNINGTON GAP BANK,
COMMON NATIONAL BANK,

JONESVILLE, VIRGINIA.
PENNINGTON GAP, VIRGINIA.
BRISTOL, VA.—TENN.

Jonesville, Virginia, Nov 9th 1898.

We the undersigned purchaser and parties on the purchase money notes for the seven and a half acre tract or piece of land sold by D. C. Sewell Courting the Chancery causes of A. J. Wilson Shur v c vs A. L. Loyd et als and W. J. Johnson Shur v c vs Same defendants, pending in the Circuit Court of Lee County Va. hereby give our Consent for a resale of said piece of land to pay the unpaid purchase money due thereon and waive the issuing of a rule for that purpose.

Lebna. F. Loyd

M. A. Loyd,

A. L. Loyd,

By permission of
wife & Daughter,

A. J. Wilson & others
vs { Agreement for
3 { Resale.
A. L. Loyd et als.

Virginia, Lee County, to wit:

A. J. Wilson, administrator of the estate of Virginia M. Wilson deceased, plaintiff, complains of A. L. Loyd, M. A. Loyd and E. S. Larmer survivors of themselves and Thos J. Larmer Jr. deceased, defendants, who have been summoned &c. of a plea, that they render unto the plaintiff the sum of Nine hundred & Sixty Eight Dollars, which from him they unjustly detain, for this that heretofore, to wit, on the 26th day of December 1882, the defendants & the said Thos J. Larmer Jr. then living, made their certain writing obligatory, sealed with their seals & signed with their signatures, the and now ~~here~~ to the court here shown the date thereof is the day & year aforesaid, by which said writing obligatory, the ^{said} defendants & the said Thos J. Larmer Jr. then living, bound themselves to pay the plaintiffs interest, one day after the date thereof, the said sum of Nine hundred & Sixty Eight Dollars above demanded, and ~~for~~ the payment of said debt the said defendants & the said Thos J. Larmer Jr. then living, each waived the benefit of their homestead

exceptions.

Yet the said ~~said~~ defendants,
nor either of them nor the said
Thos. J. Larmer Jr while living nor
his personal representative since
his death, although often requested
so to do, nor has either of them,
paid said debt to the plaintiff's
intestate, during her life time, nor
to the plaintiff since her death
said sum of money above
demanded or any part thereof
but the same or any part
thereof to pay to the plaintiff's in-
testate in her life time or to the
plaintiff since her death, the
defendants have & each of them
hath & the said Thos. J. Larmer Jr
in his life-time & his personal
representative since his death,
have & each of them hath hitherto
wholly failed & refused & still
doth fail & refuse to the dam-
age of the plaintiff \$968⁰⁰
And therefore he brings his
suit.

D. C. Dwell
A. L. Pridmore J. G.

1855

A. J. Wilson adm.

vs } D Ch. Debt.

A. L. Lloyd et al

Bona. Enclosed

1894 1st October rule bill
filed. Sums & entered
as to A L Lloyd and
M. A Lloyd & Common
order as to them
" 2nd October rule bill
order confirmed as
to them

C 3.91

S 1.00

att'y 2.50

Tax 1.50

Co c 2.50

1946
November Term 1894

Judgt. Final

See Off Book Page 421

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*A L Loyd, M A Loyd and
E. S Larmer survivors of themselves and
Thos. J Larmer Jr deceased*

to appear at the Clerk's office of the Circuit Court of the county of Lee, at the court house on the

Monday in

October 1894

next to answer

*A. J Wilson Administrator of the
Estate of Virginia M Wilson deceased*

upon a plea of

Debt \$ 968 00

damages \$

968 00

And have then there this writ. WITNESS, A. B. MUNSEY, Clerk of our said court, at the court house, the

day of

September 189 *4* and in the 11 *9th* year of the Commonwealth.

A Copy Teste

A Copy = Teste:

A B Munsey clerk

A B Munsey

, Clerk.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*A L Loyd, M A Loyd, and
E S Larner survivors of themselves and
Thos J Larner jr deceased*

to appear at the Clerk's office of the Circuit Court of the county of Lee, at the court house on the

Monday in

October 1894

next to answer

*A J Wilson Administrator of the Estate
of Virginia M Wilson deceased*

upon a plea of

Debt \$968.00

damages \$

968.00

And have then there this writ. WITNESS, A. B. MUNSEY, Clerk of our said court, at the court house, the

day of

September

1894,

and in the 11

9th

year of the Commonwealth.

~~A copy~~ ~~filed~~:

A B Munsey, Clerk.

D. C. Sewell) (Circuit

A. J. Wilson Adm^r

vs } Sums Debt

A. L. Loyd et al

To 1st October Rules

Exceeded sept the 25. 1854

by delivering an office copy
of the writ in sum to

M. H. Loyd also by
delivering an office copy of
the writ in sum to M. H.
Loyd. at the dwelling house
of A. L. Loyd. for A. L. Loyd
and explaining to him its

purport, she being a member
of the family of A. L. Loyd
and over the age of sixteen
years. old A. L. Loyd

being absent from his
usual place of abode
C. S. Lammot not found

C. C. Flannery S. L. C

C 3.91
 \$ 1.00
 atty 2.50
 Jan 1.00
 C 2.80
 \$8.66

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That of the goods and chattles of

M A Loyd

in your bailiwick, you cause to be made \$968⁰⁰ Nine hundred and
Sixty eight dollars

with interest at the rate of six per centum per annum from the 27th day of December 1882
 until paid, which *A J Wilson Admr et c*

late in our Circuit Court of the County of Lee, has recovered against the said *M A Loyd*
M A Loyd, as well for a debt as interest thereon; also \$8⁶⁶/₁₀₀
Eight dollars and *Sixty six* cents, which to the said
A J Wilson Admr in the same court were adjudged for *his* costs
 by *him* about *his* suit in that behalf expended, whereof the said *M A Loyd et al*
 convict as appears to us of record. And how you shall execute this writ make known at the rules to be
 holden in the clerk's office of our said Circuit court, on the 1st Monday in February
 next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the 26th day of
November 1894, and in the 119th year of the Commonwealth.

A B Munsey Clerk

Not Executed
no property
found. This Jan
The 28th 1895
L. M. Wade D. S.
for C. E. Flanary
S. L. C.

E. B. No. 4 p. 204

A. J. Wilson admr

vs. }

FI. FA.
IN DEBT.

A. L. Loyd et al

D. b. Sewell p. q.

Came to hand Dec 11

1894, at 10 o'clock a. M.

C. E. Flanary vs. D. b.

To 1st February Rules,
Circuit Court.

Jud. Nov Term 1894

O. B. No. 4 p. 421

Subject to a credit of \$58.08 December the 2nd 1883
\$300.00 paid October 30th 1890 \$50.00 paid May 12th 1892
\$50.00 paid February 1893, and \$20.00 paid May
the 8th 1893.

\$968.⁰⁰

One day after date we, or either of us,
bind ourselves, heirs &c to pay, Virginia
M^r Thos. Nine Hundred & Sixty ^{Eight} ^{Hollars} ~~Eight~~ ^{Hollars}
received, and each of us, waive as
to this debt. The property we may be
entitled to hold exempt under the
provisions of the Home Stead Law of
Virginia, witness our hands and seals.

Dec. 26/1887

J. L. Loyd (Seal)
Thos. G. Lamm (Seal)
E. S. Lamm (Seal)
M. H. Loyd (Seal)

for this note. Decr. 27/83, with \$58.08. Int to date

for the within note by \$300.00 Oct 13th 1890

for the within note by \$50.00 May 12th 1892

for the within note by \$50.00 Feb 18th 1893

or for the within note by \$20.00 May 8th 1893

D. C. SEWELL,
Attorney At Law,
JONESVILLE, VA.

A. L. Boyd & others
To $\frac{1}{2}$ Bond - Enclosed.
Virginia M. Hill

List of liens against A. L. Loyd and
against A. L. Loyd & M. A. Loyd his wife.

Deed of Trust in favor of Henry J
Morgan, July 7th/887, for \$429.14 with inter-
est from June 26th/887. Subject to a
credit of \$140 ^{Aug 8th/892} Nov 30th/894, and \$20.00
Balance of principal March 4th/895.

" " Interest " " "

Costs of deed of Trust.

Total bal Mr 4th/895.

Deed of Trust in favor of Henry J Morgan
Guardian for Victoria Morgan, Nov 12th
/887, executed by A. L. Loyd & M. A. Loyd for
Interest thereon Computed to Nov 12th/894.

Costs of deed of trust.

Total. bal Nov 12th/894.

Judgment of Lee County Circuit Court, Decr
9th/887, in favor of A. G. Robertson now
W. J. Johnson his Admr. vs. A. L. Loyd for
Interest thereon to Mr 4th/895.

Costs of said Judgt

Total, Mr 4th/895.

Henry J Ferguson, Judgt of Lee cir' court
March 10th/893, vs. A. L. Loyd, M. A. Loyd
& Lafayette Loyd for \$300.00 with int
from Aug 10th/888, Subject to Crs, leaving
a balance of principal, Mr 4th/895.
balance of interest " " "
costs at law

\$422.45

43.36

2.25

\$468.06

\$830.00

2.25 495.11

\$325.11

\$625.00

\$312.50

8.74 329.24

\$946.24

\$179.69

25.15

11.27 36.42

\$216.11

Grinstead & Co vs A. L. Lloyd
 Judgment of Lee Circuit Court, Nov 16th 1894. \$ 77.10
 Interest thereon from June 24th 1893 to Nov 16th 1894 \$ 7.81
 Costs at law 7.96 15.77

Total Nov 4th 1895: \$ 92.87

C. V. Young, Judgment vs A. L. Lloyd & M. A. Lloyd
 Nov term 1894, of Lee Circuit Court. 100.72

Int thereon to Nov 4th 1895: \$ 6.79

Costs at law after cr of \$1.27 7.29 14.08

Total Nov 4th 1895: \$ 114.80

A. J. Wilson Admr of Virginia Wilson decd
 Judgment of Lee County Circuit Court,
 Nov Term 1894, vs A. L. Lloyd & M. A. Lloyd. 968.00

Interest from Decr 27th 1882, Subject to
 a credit of \$58.08 Decr 27th 1883,
 Oct 30th 1890, \$50.00

May 12th 1892, \$50.00 Feb 18th 1893, \$20.00

May 8th 1893, leaving bal of Int Nov 4th 1895: 229.36

Costs at law 8.66 238.02

Total Nov 4th 1895: \$ 1206.02

Costs of this suit, estimated at 40.00

Total of the above liens & costs, Nov 4th 1895: \$ 4409.21

cr \$10 - many stack to him;
 1st pay. 1892.

W. J. Johnson Adm^r &c.

v3 } List of Liens.

A. L. Lloyd et als.

\$4409.21

See 2nd report
This don't carry
on.

(Copy)

#32 31

A. L. Loyd. You will please pay
Larmer & Allen, Thirty two dollars
and thirty one cents, & this shall be
your receipt for the same,

Jan'y. 16/94

H. J. Ferguson,

I paid this upon presentation, L—

Deed book 23 - page 259
In the Chancery cause of
D. S. Siltou vs ~~H. D. Lloyd~~

A. L. Lloyd - portion of
Isaac Daugherty land.

Lot No 2. Containing about
 $7\frac{1}{2}$ acres bounded as follows
to wit. Beginning at a benchmark
near Station Creek & shown on the
plat marked 1 S 60 W 20 $\frac{3}{4}$
poles to a water gap butmerk
S 80 W 19 poles to a stake corner
to D. S. & M. F. Siltou Lot 32 $1\frac{1}{2}$ E 29
poles to a stake at H N 69 E 43 $\frac{3}{4}$ poles
to a stake on said Lloyd's line at 5
thence with his line N 30 W 29 poles to the Begin

List of liens against A. L. Loyd and against A. L. Loyd & M. A. Loyd his wife.

No 2. Deed of Trust in favor of Henry J Morgan July 7th 1887, by A. L. Loyd & M. A. Loyd his wife for \$427.14 with interest from June 26th 1887. Subject to a credit of \$140.00 Aug 30th 1892. B. and \$20.00 Nov 30th 1894. Balance of Pr Nov 4th 1895: \$422.45 " " Int " " " 60.27 Costs of Deed of Trust. 2.25 Total bal Nov 4th 1895: \$484.97

No 3. Deed of Trust in favor of Henry J Morgan Guardian for Victoria Morgan Nov 12th 1887, executed by A. L. Loyd & wife for \$830.00 B. Interest thereon Unfounded to Nov 12th 1895: 572.23 Costs of Deed of Trust 2.25 \$1404.48

No 3. Deed of Trust in favor of Peter H. Allen Trustee &c, made for the benefit of A. J. Wilson & Mrs of Virginia Wilson deed, Nov 12th 1887, by A. L. Loyd & M. A. Loyd for \$968.00 B. Interest from Dec 27th 1882, Subject to Credit of \$58.08 Dec 27th 1883, \$300.00 Oct 30th 1890, \$50.00 May 12th 1892, \$10.00 Jan 1st 1892, \$50.00 Feb 18th 1893, \$20.00 May 8th 1893, Leaving bal of Int Nov 4th 1895: 255.78 Costs of Judgt an this debt 8.66 \$1232.44

This judgment is probably subject to a further credit of \$323.31 July 16th 1894 the amount of an order given to Larmer & W. L. L. & if so the bal. of Pr. would be Nov 4th 1895. \$175.28 + \$14.54 Cr. Court.

Judgment of Lee County Circuit Court Dec-
9th 1887. in favor of A. G. Robertson, now
W. J. Johnson his Adm against A. L. Loyd for
No 4th \$625.00, Subject to Credit of \$500 ^{as of} July 1st 1892
Leaving a bal of Pr at that date, after pay-
ment of Costs of Judgt, of
Interest thereon to Nov 4th 1895.

\$327.49
75.48
\$402.97

Judgment of Lee County Circuit Court, March
10th 1893, in favor of George V. Ferguson & Co
vs A. L. Loyd, M. A. Loyd & Lafayette Loyd
for \$300.00 with Int from Aug 10th 1888.
Subject to Credits leaving a balance of
Pr Nov 4th 1895.

Balance of Int Nov 4th 1895.
Costs at Law.

179.69
32.33
11.27 43.60
223.29

Judgment of Lee County Circuit Court, Nov 16th
1894, vs A. L. Loyd. in favor of Grinstead & Co
No 7. Int thereon from June 24th 1893. to Nov 4th 1895.
Costs at law.

\$77.10
10.89
7.96 18.85
\$95.95

Judgment of Lee County Circuit Court, Nov
term 1894. in favor of C. V. Young & against
No 9. A. L. Loyd & M. A. Loyd for
Int thereon to Nov 4th 1895.
Costs at law after Credit of \$1.27

100.72
10.81
7.29 18.10
\$118.82

Judgment of the Circuit Court of Lee co.
 Va. at Dec^r Term 1890, in favor of D. S.
 Smith vs. A. L. Loyd & M. A. Loyd for \$600.00
 No 5th and interest from Dec 21st 1886. Subject
 to Credit of \$301.00 as of Jan 1st 1891.
 Leaving a balance of Pr. at that date of
 Int thereon to Nov 4th 1895.
 Add Costs of suit

\$444.00
129.05
11.86
<u>\$584.91</u>

Deed of Trust by A. L. Loyd & wife to H. J.
 Morgan Trustee January 18th 1887, to secure
 No 1. several debts, all of which are paid
 except the one in favor of Mrs Sarah
 Kane for \$500.00 with interest from
 , and on which there was
 a balance due July 1st 1895 of Lee Depts
 Int thereon to Nov 4th 1895.
 Costs of Deed. Trust.

512.00
10.50
2.25
<u>\$524.75</u>

Deed of Trust by M. A. Loyd to M. H.
 Litton Trustee September 17th 1894, to secure
 No 8. to D. S. Litton, ^{as security} the sum of
 Int thereon ^{from June 25th 1894} to Nov 4th 1895.
 Costs of deed. trust.

400.00
32.66
2.25
<u>\$434.91</u>

Estimated Costs of suit.

Total.

100.00
<u>\$560.99</u>

This judgment was
 paid by C. W.
 Evans & the
 balance is due to
 him.
 Dec. 1890.

Judgt of Wise County Circuit Court in favor of
 Mrs M. C. Evans vs. C. W. Evans & A. L.
 Loyd for \$319.57 with Int from Aug 12th 1893
 Costs. Subject to a credit of \$50.89 Dec 11th 1893.
 Bal of Pr at date of cr.
 Int thereon to Nov 5th 1895.
 Costs of Judgt (over)

\$275.01
31.30
8.63
<u>\$314.94</u>

Latat indebtedness Nov 5th 1895-

\$ 5922.24

The within judgment in favor of Wm McElmer
Jr assignee &c, is the property of the undersigned as
assignees of C. W. Evans, he having paid the same
as surety of A. L. Lloyd, ^{this} July 15th 1898.

Cor & Blankenship

W. E. Orr,

A. J. Wilson Adm'r.
vs
E. J. List of Liens.
vs
A. L. Lloyd et als.

Virginia

At a circuit Court Continued and
held for Lee County at the Court house
thereof on Saturday November the 17th 1894

W. W. Young

Plff

vs

A. L. Loyd and M. A. Loyd Defs

In Debt

The defendants not appearing after being
duly summoned; It is considered by the Court
that the judgment obtained in the Clerk's of-
fice in favor of the plaintiff against
the defendants for the sum of \$100 ⁷²/₁₀₀ one
hundred dollars & Seventy two cents. The
amount of the note in the declaration mention-
ed waiving homestead exemptions, and legal
interest thereon from the 17th day of January
1894 till paid and the costs be made final
Subject to a credit of \$1.27 One dollar and
Twenty Seven cents. paid June the 27th 1894

A Copy Teste

A. B. Munsey Clerk

C. V. Young
vs } Copy of Judgment
A. L. Lloyd et al

C 28

HENRY J. MORGAN, President.

C. E. COUK, Cashier.

Capital Paid in, \$32,500.00

Powell's Valley Bank.



Jonesville, Va. Aug 9 1895

Rev. O. L. Terry

Dear Sir

Your note is now more than 3 months past due and your attention has been called to the fact several times, and each time you said you would call in, in a day or so, and arrange the matter, but you have as often failed to do so, and I am getting tired of so many promises and no performance.

I am Truly Yours

Henry J. Morgan

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON

A. L. Lloyd

and M. A. Lloyd

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday
in *November* next, to answer

S. T. Smith

upon a plea of

Debt for \$600.00

, Damage.

\$600.00

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *28th* day of *October* 18*90*, in the 11*th* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

Clerk.

(W. & P.)

J. T. Smith

vs. $\frac{3}{3}$ Simms debt

A. L. Loyd et al

to 1st Nov. Rules 1890

Executed Nov the 1st 1890
by delivering an official copy
of the within sum to the
Depts A. L. & M. A. Loyd

This the first day of Nov 1890

Wm. P. Sprinkle Dep't
for A. B. Munay & Co

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of

A. L. Loyd

late in your Bailiwick, you cause to be made \$ 625.00, with legal interest thereon from the 2^d
day of November, 18 86 till payment, which

A. G. Robertson

lately in our Circuit Court of Lee County, has recovered against him by suit for Debt

Also, \$ 8.74, which to the said Robertson
in our Court were adjudged for his costs in

that behalf expended whereof the said

Loyd

is convicted, as appears to us of record. And that you have the
same before the Judge of our said Court at the Court House on the first Monday in April
next, to render to the said Robertson

of the Debt and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

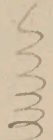
This 12^d day of Febry 18 88, in the 11 2 year of the Commonwealth.

J. A. G. Hyatt Clerk.

65.49
8.00
42.50
Cole 28
\$8.74

239) Circuit (P)

A. G. Robertson

vs  Fi Fa

A. L. Loyd

Lo April Rules 1888

Not executed no
property found
subject to levy.

April 1st 1888

R. D. Filmar, S. L. C.

In the Name of the Commonwealth of Virginia:

To the Sheriff of Wise County, Greeting:

WE COMMAND YOU, That of the goods and chattels of le W Evans and A. L. Loyd

in your bailiwick, you cause to be made Three Hundred & Nineteen
Dollars and Fifty one cents, which Wm M. McElwre Jr, assignee
of Bank of Big Stone Gap

late in our Circuit Court for Wise County, has recovered against the said
le W Evans and A. L. Loyd for debt, with interest thereon, to be computed
after the rate of six per centum per annum, from 12th day of Aug., 1893,
till payment; also Eight dollars and Sixty three cents,
which to the said McElwre, assignee
in the same Court were adjudged for his costs, by him about his suit in
that behalf expended; whereof the said le W Evans and A. L. Loyd

convict, as appears to us of record. And that you
have the same before the Judge of our said Court, at the 1st Jan. rules
next for said Court to render to the said Wm M. McElwre Jr, assignee
of the debt, interest and costs aforesaid. And have then there this writ.

WITNESS, W. E. KILGORE, Clerk of our said Circuit Court, at the
Courthouse, this 10th day of Oct., 1894, in the 119 year of our
foundation.

A copy

Teste: le A Johnson W.C.

W. E. Kilgore

Clerk.

By le A Johnson W.C.

The judgement upon which this Execution
is issued, is subject to a credit of 78^{cents}
as of Aug. 8-1893 and \$50.89 as of Dec.
11-1893 as appears of record.

Attest: Secy: Le A Johnson D.C.

Teste: W. E. Kieyon, clerk
By Le A Johnson D.C.

Book No. 2 page, 22

Wm M McElinch, assignee

vs.

FIFA. IN DEBT.

Le M E Evans and A. S. Boyd

To 1st Jan 1894

McElinch for

The within Execution
Salefile in free by
Le M E Evans on Jan.
4th 1894-

J. A. Meier, D.C.

Attest: Secy: Le A Johnson D.C.

To hand 189

at o'clock M.

Sheriff

Noted,

Principal, - - \$

Interest, - - -

Costs, - - -

\$

Commissions, -

Total, \$

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON

A. L. Loyd
and M. A. Loyd

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the ^{third} ~~first~~ Monday
in *February* next, to answer *S. T. Smith*

upon a plea of *Debt for \$600.00*, Damage. *\$600.00*
And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *10th* day of *January* 1890, in the 114 year of the Commonwealth.

J. A. G. Hyatt Clerk.

Clerk.

A Copy Teste

56.42
S. T. Smith

vs $\frac{2}{3}$ Sum Debt

A. L. Loyd et al

To ^{get} Febry Rules 1890

Executed by delivering
a copy of the within to
A. L. Loyd & one for
his wife. This February the
28th 1890 P. W. Pearson Dist
for A. B. Murray, L. L. C.

- 1st deed Trust, to Morgan on Robinson & Daugherty land. 51 A (Morgan)
 2nd " " " Same Guard. " Hickory Flats, (2 tracts.) 21 A. (")
 also 5 1/2 A. Daugherty land, gives calls, &c,
 Also 25 or 30 A. Cherry land.
 3rd " " 8/10 of Alfred Lloyd land, + the 21 A. (Wilson)
 4th " " 8/10 of A. B. Lloyd land. (Hane)
 5th " " 50 A. part of home place, + 10 A in Hickory Flats part
 - of 21 A. (Fittow)

Mrs. A. Lloyd owns the 21 A.
 + on this Nov 12/87. Morgans deed bears.
 + " " " " " " " " " "
 + " " Sept 17/1894 Fittows " "

Mrs. Lloyd owns the Daugherty land 51 A.
 + on this July 7th 1887. Morgans 1st deed bears.
 + " " Nov 12" " " " 2nd " "

Mrs. Lloyd owns the Cherry land 43 A.
 + on this, Nov 12/1887. Morgans deed bears on 25 or 30.
 an East end, Lloyd says 23 A.

Mrs. Lloyd owns the home place about 75 A.
 + on this. Sept 17/1894. Fittows deed bears on 50 A.
 Conveyed by Dr. V. Tanner & wife.

Mrs. Lloyd did own + conveyed to J. Geary, 8/10 of 227 A.
 H. S. C. Lloyd tract, about 181 6/10 A.
 + on this Nov 12/1887. Alms deed bears.
 + on this Jan 18/1887. Mrs. Hane deed "

Wilson Adams

vs Memo.

A. L. Lloyd et al.

A. J. Wilson & Anne. Plaintiff
against
A. L. Loyd et als. Defendants
W. J. Johnson & Anne. Plaintiff.

In chancery.

In chancery.

against
A. L. Loyd et als. Defendants
Notice is hereby given that on the 26th day
of August 1895, at the law office of Mr.
Blankenship & Ewing, in the town of Jonesville
Va, I will proceed to take the account and
perform the duties required of me by a
decree entered in the above causes at
the June term 1895, of the Circuit Court
of Lee County Va, at which time and place
all persons interested are required to
appear with their evidence.
This August 12th 1895.

James W Orr, Com.
- missioner.

A. J. Wilson Adm^r &c.
- et als.

vs Notice

A. L. Loyd et als.

Executed by delivering
an office copy of the
within notice to A. L.

Loyd and M. A. Loyd,
this Aug 14 - 1896.

Wm. P. Weston S. L. C

In the Clerk's Office of the Circuit Court of the County of
Lee on the 17th day of April 1895.

A. J. Wilson Adminr
against

Plaintiff

In Chancery

A. L. Loyd, et. al

Defendant.

The object of this suit is to Collect a judgment against A L Loyd
+ M A Loyd on a note for \$968 Co. dated December the 26th
1882. and to collect the balance of said note off of L E Flanary
admr of J J Larmer for decd. + E S Larmer E. S. Larmer
And an affidavit having been made and filed that the defendant

a
not resident of the State of Virginia, it is ordered that he do appear here, within fifteen days
after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is
further ordered that a copy hereof be published once a week for four weeks in the South West
Virginia, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the County Court.

A copy—Teste:

Pridemore, + Sewell p. q.

A B Munsey Clerk.

A J Wilson Admin

VS.

ORDER
OF
PUBLICATION.

A L Loyd Etals

W. J. Johnson Admr &c

Depts S

In Chancery.

A. L. Loyb et als.

Depts S

In Chancery.

Notice is hereby given that on the 14th day of February 1895, at the office of Orr, Blanken-
ship & Ewing, in the town of Jonesville Va.,
I will proceed to ^{take the account and} perform the duties required
of me by a decree entered in the above
Cause at the March term 1890, of the Circuit
Court of Lee County Va, at which time and
place all persons interested are required
to appear with their evidence. This Feb' 1st
1895.

James W Orr, special
Commissioner.

W. J. Johnson Shur &c

vs } Court's Notice.

A. L. Lloyd et als.

Feb 14th 1895.

Executed Feb. the 6. 1895

by delivering a copy of
the within notice to

A. L. Lloyd and

Marion A. Lloyd his wife

C. C. Flanagan. S. L. C

In the Clerk's Office of the Circuit Court of the County of
Lee

against

A. J. Wilson Admr Plaintiff

In Chancery

A. L. Loyd et al Defendant

This day

D. B. Sewell
A. B. Munsey

personally appeared

before me.

Clerk of the said Court,

and being duly sworn, made oath that

E. B. Larner

defendant in the said suit is not a resident of the State of Virginia,

Given under my hand has Clerk of the said Court, this

17th day of

April

A. B. Munsey Clerk

1895

A J Wilson Admr

vs. } AFFIDAVIT FOR ORDER
OF
PUBLICATION.

A L Loy & et als

Pridemore & Sewell q.

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*A. L. Loyd and
Minerva A. Loyd his wife,
Henry J. Morgan and John M.
Morgan Trustees &c*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *June* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *M. J. Johnson*

*Adm'r of the Estate of
J. S. Robertson dec'd*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *18* day of *May* 188*9*, in the 11*3* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

LD

W. J. Johnson Adm.

vs } Spain Chey

A. L. Loyd et al

Sept June Rules 1887.

Executed by
deliverng office
Copies of this Shd
to D. J. Morgan
John W. Morgan
A. L. Loyd and
a like copy to A.
L. Loyd for his
wife she not
being at her
usual place of
abode. May 27 1887

P. D. Flanagan, S. C.
May 27 8 52 AM

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon *A L Loyd, M A Loyd*
Chas E Flanagan admr of the estate of *Thos J Larmer*
decd. C S Larmer & P H Allen trustee *Ida E Larmer*
John S Larmer, Sarah D Larmer, Kittie Larmer, Emmil
Larmer & Ernest Larmer

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *3rd* Monday in *May*, 189*6*, to answer a bill in Chancery,

exhibited against *them* in our said court by *A J Wilson*
admr of Virginia Wilson decd

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

9th day of *May* 189*5*, and in the 11*9th* year of the

Commonwealth.

A. B. Munsey Clerk.

Copy for, P. H. Allen

A. J. Wilson admro

vs.

{ SUPRENA
IN CHANCERY.

A. L. Loyd et al

Pridemore & Sewell, q.

To 2nd May Rules,
Circuit Court.

Executed May 13 94
By Delivering
a copy of this
Spa in testimony
to P. H. Allen
W. R. Kirk Ds
for C. C. Filanby
S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU THAT YOU SUMMON

J. J. Yeary & C. E. Leunk

James H. Orr, Comr. at his Office in Jonestown
to appear before the Judge of our Circuit Court of the County of Lee, at the court-house thereof, on the *24* day of *Nov.* 190*5*, to testify and the truth to say in behalf of the *Def.*

in a certain matter of controversy in our said court before the said Judge depending and undetermined between

A. J. Wilson & al Plaintiff, and

A. L. Loyd Defendants . And this *you* shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, H. C. T. EWING, Clerk of our said court, at the court-house the *20* day of *Nov.*

190*5*, and in the *12* *130* year of the Commonwealth.

H. C. T. Ewing Clerk

vs.

}

SUBPOENA
FOR
WITNESS

Court,

the day of

190---

executed in a part
I summon of 1 year

you summon

E. E. Leake

J. J. Hughes D R

Executed by summoning
E. E. Leake this 22 of Mar
1905 M. H. Derry D. S.
for P. M. Ball D. C.